

Panaji, 2nd September, 2010 (Bhadra 11, 1932)

SERIES II No. 23

OFFICIAL GAZETTE

GOVERNMENT OF GOA

PUBLISHED BY AUTHORITY

Note:- There is one Extraordinary issue to the Official Gazette, Series II No. 22 dated 26-08-2010 namely: Extraordinary dated 1-09-2010 from pages 513 to 514 regarding Order from Department of Elections. (Goa State Election Commission).

GOVERNMENT OF GOA

Department of Co-operation

Office of the Asstt. Registrar of Co-operative Societies

Notification

In exercise of the powers vested in me under Section 8(1) of the Goa Co-op. Societies Act, 2001, Pereira Estate Co-op. Housing Society Ltd., Near Xavier Research Centre, Alto-Porvorim, Bardez-Goa has been registered under code symbol No. HSG-(b)-311/NZ/Goa.

V. B. Devidas, Asstt. Registrar of Co-op. Societies (North Zone).

Mapusa, 1st July, 2010.

Certificate of Registration

Pereira Estate Co-op. Housing Society Ltd., Near Xavier Research Centre, Alto-Porvorim, Bardez-Goa has been registered on 01-07-2010 and it bears registration code symbol No. HSG-(b)-311/NZ/Goa. It is classified as "Housing Society" in terms of Rule 8(1)(7) and sub-classified as "Co-partnership Housing Society" under sub-rule 7(b) of Rule 8(1) of the Goa Co-operative Societies Rules, 2003.

V. B. Devidas, Asstt. Registrar of Co-op. Societies (North Zone).

Mapusa, 1st July, 2010.

Notification

No. 5-1272-2010-ARSZ/HSG

In exercise of the powers vested in me under Section 8 of the Goa Co-operative Societies Act, 2001, "The Roofmakers Shamsun Nisa Residency Co-operative Housing Society Limited," Opposite Sincro Hotel, Fatorda, Margao-Goa, is registered under code symbol No. HSG-(b)-767/South Goa/2010.

Sd/- (P. M. Naik), Asstt. Registrar of Co-op. Societies (South Zone).

Margao, 29th July, 2010.

Certificate of Registration

"The Roofmakers Shamsun Nisa Residency Co-operative Housing Society Limited," Opposite Sincro Hotel, Fatorda, Margao-Goa, has been registered on 29-7-2010 and it bears registration code symbol No. HSG-(b)-767/South-Goa/2010 and it is classified as "Housing Society" under sub-classification No. 7-(b)-Co-partnership Housing Society in terms of Rule 8 of the Goa Co-operative Societies Rules, 2003.

Sd/- (P. M. Naik), Asstt. Registrar of Co-op. Societies (South Zone).

Margao, 29th July, 2010.

Notification

No. 5-1274-2010-ARSZ/HSG

In exercise of the powers vested in me under Section 8 of the Goa Co-operative Societies Act, 2001, "The Eglantine Co-operative Housing Society Limited," Behind Don Bosco Technical Institute, Fatorda, Margao-Goa, is registered under code symbol No. HSG-(b)-769/South Goa/2010.

Sd/- (P. M. Naik), Asstt. Registrar of Co-op. Societies (South Zone).

Margao, 6th August, 2010.

Certificate of Registration

"The Eglantine Co-operative Housing Society Limited," Behind Don Bosco Technical Institute, Fatorda, Margao-Goa, has been registered on 06-08-2010 and it bears registration code symbol No. HSG-(b)-769/South Goa/2010 and it is classified as "Housing Society" under sub-classification No. 7-(b)-Co-partnership Housing Society in terms of Rule 8 of the Goa Co-operative Societies Rules, 2003.

Sd/- (P. M. Naik), Asstt. Registrar of Co-op. Societies (South Zone).

Margao, 6th August, 2010.

Department of Education, Art & Culture

Directorate Education

Order

No. 3/43/09-10/AE-DE

Government is pleased to transfer the Sanjay School to an autonomous society namely "Sanjay Centre for Special Education" alongwith its assets and liabilities in order to create and provide facilities of special education, occupational and vocational training, counselling, teaching for slow learners and other related activities particularly for the challenged children. As per the set objectives of the Society and Rules and Regulations of the centre, the Government has dully approved the following members on the Board of Management of the Centre with immediate effect:

- | | |
|---|-------------------------|
| 1. Smt. Vijayadevi Rane | — Chairman. |
| 2. Smt. Sushma Narvekar | — Vice—
—Chairman. |
| 3. Smt. Luiza Fernandes | — Member. |
| 4. Smt. Natasha Alvares
Ferreira | — Member. |
| 5. Secretary, Education | — Ex officio
Member. |
| 6. Finance Secretary | — Ex officio
Member. |
| 7. Smt. Suman Pednekar | — Member. |
| 8. Dr. Shivanand Bandekar | — Member. |
| 9. Dr. Domnic Menezes | — Member. |
| 10. Dr. H. C. Goel | — Member. |
| 11. Shri N. B. Narvekar | — Member. |
| 12. Member Secretary of the Board of Management
to be appointed by the Government. | |

Tenure of the newly constituted Board of Management of Sanjay Centre shall normally be

for a period of three years from the date of its constitution.

The Board of Management shall meet at least three times in a year. The non-official members shall be treated as Group 'A' officers in the higher grade and they will be entitled for TA/DA as per the rules, when they attend the meetings.

Dr. Celsa Pinto, Director of Education & ex officio Joint Secretary.

Panaji, 26th August, 2010.

Department of Finance

Directorate of Accounts

Order

No. DA/Admn/45-1/10-11/TR-2092/64

Government is pleased to promote the following Dy. Director of Accounts/Accounts Officers under Common Accounts Cadre to the post Joint Director of Accounts (Group 'A' Gazetted) in the scale Pay Band, PB—3 (Rs. 15,600-39,100) with Grade Pay of Rs. 6,600/- purely on ad hoc basis with effect from 23-08-2010.

1. Shri Suresh Vernekar.
2. Shri Rohidas Naik.
3. Shri Gokuldas Kanekar.
4. Shri Gokuldas Verdekar.

Government is further pleased to order the posting of the following Joint Director of Accounts/Accounts Officer under Common Accounts Cadre in the Departments shown against their names.

Sr. No.	Name of the Officer	Posted on promotion/ /transfer
1	2	3
1.	Shri Suresh Vernekar	Goa Sarva Shiksha Abhiyan, Porvorim (on deputation) thereby relieving Shri Pradeep Narvekar, Joint Director of additional duties.
2.	Shri Rohidas Naik	O/o the Principal Chief Engineer, Public Works Department, Altinho, Panaji vice Shri D. M. Sathe, Joint Director of Accounts transferred.

1	2	3
3. Shri Gokuldas Kanekar		Directorate of Accounts, South Branch Office, Margao against the post of Joint Director of Accounts which will be caused on 01-09-2010.
4. Shri Gokuldas Verdekar		Goa Tillari Irrigation Development Corporation, Panaji (on deputation), thereby relieving Shri K. V. Anvekar, Joint Director of Accounts of additional duties.

It is further proposed to transfer and post following Joint Director of Accounts.

Sr. No.	Name of the Officer	Department to be posted
1.	Shri D. M. Sathe	Goa Industrial Development Corporation, Panaji (on deputation).

The deployment of Officers at Sl. Nos. 1, 4 and Shri D. M. Sathe, Jt. DA will be on deputation basis initially for a period of one year and shall be regulated as per the standard terms of deputation contained in the Office Memorandum No. 13/4/74-PER dated 12-02-1999 and 11-01-2007 of Personnel Department, Government of Goa, Secretariat, Porvorim.

The Board/Agency shall be liable to pay to the Government leave salary and pension contribution in respect of above Officers at the prescribed rates.

On expiry of the deputation period, both the Officers shall necessarily be relieved to report back to the parent Department, unless the deputation period is extended by the Competent Authority. In the event the above Officers overstays for any reason whatsoever, they will be liable for disciplinary action and other adverse Civil/Service consequences.

Shri Gokuldas Kanekar, Joint Director of Accounts, shall be on awaiting posting upto 31-08-2010.

Further the Officers at Sr. Nos. 2, 4 shall continue to hold the additional charge of the post of Dy. Director of Accounts/Accounts Officers they previously held till the time the regular Dy. Director of Accounts/Accounts Officers are posted.

The ad hoc promotions in respect of the above Officers will be for a period of six months or till the

posts are filled on regular basis whichever is earlier. These ad hoc promotions will not bestow on the Officers any claim for regular appointment/ /promotion and services rendered by them in the grade will not count for the purpose of seniority in the grade or for eligibility for promotion to the next higher grade.

On joining to their promotional post, the Officers shall send CTC/Joining Reports immediately to this Directorate.

By order and in the name of the Governor of Goa.

P. S. Gude, Joint Secretary.

Panaji, 23rd August, 2010.

Order

No. DA/Admn/45-2/10-11/TR-2093/65

Government is pleased to promote the following Assistant Accounts Officers under Common Accounts Cadre to the post of Dy. Director of Accounts/Accounts Officers (Group 'A' Gazetted) in the scale Pay Band, PB—3 (Rs. 15,600-39,100) with Grade Pay of Rs. 5,400/- purely on ad hoc basis with effect from 23-08-2010.

1. Jagannath S. Sawant.
2. Shri Premnath P. Naik (PH).
3. Shri Sakharan Chari.

Government is further pleased to order the posting of the following Dy. Director of Accounts/ /Accounts Officer under Common Accounts Cadre in the Departments shown against their names.

Sr. No.	Name of the Officer	Posted on promotion/ /transfer
1	2	3
1.	Jagannath S. Sawant	Goa State Horticultural Corporation Ltd., Panaji (on deputation), against vacant post thereby relieving Smt. Vrinda Kambli, DDA/AO of additional duties.
2.	Shri Premnath P. Naik	Directorate of Accounts, South Branch Office, Margao thereby relieving Shri Anthony Ivor Baretto, DDA/AAO of additional duties.

1	2	3
3.	Shri Sakharam Chari	Zilla Panchayat (South), Margao on deputation thereby relieving Shri L. S. Mardolkar, DDA/AO of additional duties.

It is further proposed to transfer and post following Dy. Director of Accounts/Accounts Officer.

Sr. No.	Name of the Officer	Department to be posted
1.	Shri Kumarsen Kambli	Goa Information Technology Corporation, Porvorim (on deputation) vice Shri Suresh B. Vernekar, DDA/AO promoted.

Whereas, Shri Kumarsen Kambli, Dy. Director of Accounts/Accounts Officer working on deputation basis in the Goa Sarva Shiksha Abhiyan (South), Margao was repatriated to the Directorate of Accounts.

And whereas, Shri Kumarsen Kambli, Dy. Director of Accounts/Accounts Officer reported to this Directorate on 10-08-2010 and was awaiting posting since then.

Now, therefore, the period from 10-08-2010 to 23-08-2010 is treated as duty and shall be dealt with for the purpose of payment of salary in accordance with Government of India decision 20 below F.R. 9 (6)(b)(ii).

The deployment of S/Shri Jagannath Sawant, Sakharam Chari and Kumarsen Kambli, Dy. Director of Accounts/Accounts Officer will be on deputation basis initially for a period of one year and shall be regulated as per the standard terms of deputation contained in the Office Memorandum No. 13/4/74-PER dated 12-02-1999 and 11-01-2007 of Personnel Department, Government of Goa, Secretariat, Porvorim.

The Corporation shall be liable to pay to the Government leave salary and pension contribution in respect of above Officers at the prescribed rates.

On expiry of the deputation period, the Officer shall necessarily be relieved to report back to the parent Department, unless the deputation period is extended by the Competent Authority. In the event the above Officers overstays for any reason whatsoever, they will be liable for disciplinary action and other adverse Civil/Service consequences.

Further, Shri Vaman Naik, Assistant Accounts Officer presently working in the Directorate of Civil Supplies and Price Control, Panaji shall hold the additional charge of the post of Assistant Accounts Officer in the O/o the Dy. Conservator of Forest, Forest Department, Panaji, Goa till the time the regular Assistant Accounts Officers is posted.

The ad hoc promotions in respect of the above Officers will be for a period of six months or till the posts are filled on regular basis whichever is earlier. These ad hoc promotions will not bestow on the Officers any claim for regular appointment/ /promotion and services rendered by them in the grade will not count for the purpose of seniority in the grade or for eligibility for promotion to the next higher grade.

On joining to their promotional post, the Officers shall send CTC/Joining Reports immediately to this Directorate.

By order and in the name of the Governor of Goa.

P. S. Gude, Joint Secretary.

Panaji, 23rd August, 2010.

Corrigendum

No. DA/Admn/45-2/10-11/TR-2095/67

Read: Order No. DA/Admn/45-2/10-11/TR-2093/65 dated 23-08-2010.

In the above cited Order place of holding additional charge to Shri Vaman Naik, Assistant Accounts Officer may be read as O/o Additional Chief Principal Conservator of Forest, Forest Department, Panaji instead of O/o Dy. Conservator of Forest, Forest Department, Panaji. Other contents in the order remain unchanged.

P. S. Gude, Director of Accounts.

Panaji, 24th August, 2010.

Department of Home

Home—General Division

Office of the District Magistrate

Order

No. 39/17/2005/CHILD/LABOUR/MAG/6682

Read: Notification No. 2-19-2009/DW & CD/ /71 dated 08-1-2010.

In pursuant to the constitution of the District Inspection Team by Government of Goa vide

Notification 2-61(1)-97/ICDS/A/936 dated 31-7-2010 and in exercise of the powers conferred to the District Inspection Team vide Notification No. 2-191-2009/DW & CD/71 dated 8-1-2010 for appointment of Child Labour Task Force, the following Committees are constituted Talukawise.

There shall be no separate Child Labour Task Force Committees for Municipal area and Taluka concerned and the respective Committees shall have jurisdiction over the respective Talukas.

I) SALCETE TALUKA

- 1) Mamlatdar & Executive Magistrate, Salcete.
- 2) Police Sub-Inspector attached to Juvenile Asstt. Police Unit.
- 3) Labour Inspector, O/o. Dy. Labour Commissioner, Opp. to Session Court, Blessing Pioneer Commercial Complex, Old Market, Margao-Goa.
- 4) Social Worker, Adv. Joaquim G. A. de Souza, 344, Dom Custodio Pinho Road, Margao-Goa.
- 5) Municipal Inspector, Margao Municipal Council, Margao.

II) QUEPEM TALUKA

- 1) Mamlatdar & Executive Magistrate, Quepem.
- 2) Police Sub-Inspector attached to Juvenile Asstt. Police Unit.
- 3) Labour Inspector, Municipal Building, Curchorem.
- 4) Social Worker, Shri Subhash Fal Dessai, Near Petrol Pump, Quepem-Goa.
Mobile No. 9850066615.
- 5) Municipal Inspector, Quepem Municipal Council.

III) SANGUEM TALUKA

- 1) Mamlatdar & Executive Magistrate, Sanguem.
- 2) Police Sub-Inspector attached to Juvenile Asstt. Police Unit.
- 3) Labour Inspector, Municipal Building, Curchorem.
- 4) Social Worker, Shri Sanjay Krishna Raikar, H. No. 49, Dattawadi, Sanguem,
Mobile No. 9011783784.
- 5) Municipal Inspector, Sanguem Municipal Council.

IV) MORMUGAO TALUKA

- 1) Mamlatdar & Executive Magistrate, Mormugao Taluka.
- 2) Police Sub-Inspector attached to Juvenile Asstt. Police Unit.

- 3) Labour Inspector, Dourado Bldg., Vasco-da-Gama.
- 4) Social Worker, Sushma L. Chodankar, 4, Our Lady of Guia Bldg., Third Floor, Above Com. Tax Office, F. L. Gomes Road, Vasco-da-Gama 403 802. Mobile: 9822143440, Phone (O) 2517311.
- 5) Municipal Inspector, Mormugao Municipal Council.

V) CANACONA TALUKA

- 1) Mamlatdar & Executive Magistrate, Canacona.
- 2) Police Sub-Inspector attached to Juvenile Asstt. Police Unit.
- 3) Labour Inspector, O/o. Dy. Labour Commissioner, Opp. to Session Court, Blessing Pioneer Commercial Complex, Old Market, Margao-Goa.
- 4) Social Worker, Shri Subhash Rama Malale, r/o Welwada, Pinguinim, Canacona-Goa.
- 5) Municipal Inspector, Canacona Municipal Council.

Prasanna A. Acharya, Addl. District Magistrate & Chairperson District Inspection Team, South Goa District.

Margao, 19th August, 2010.

Order

No. 24/60/2009-HD(G)

Read: Order No. 1/24/84-LD(Estt.) Vol. I dated 13-12-2005.

Government is pleased to constitute the following panel of Special Public Prosecutors before all Courts (excluding High Court), with immediate effect:—

1. Adv. Yeshwant Gawas, Valpoi, Goa.
2. Adv. Mahesh A. Shetgoankar, Parra, Bardez-Goa.
3. Adv. Geeta M. Payagi, Khorlim, Mapusa, Goa.
4. Adv. Aruna K. Shahapurkar @ Rutuja C. Kubal, Malpe, Pernem, Goa.
5. Adv. Shilpa B. Salgaonkar, Alto-Porvorim, Bardez, Goa.
6. Adv. Elsa S. Fernandes, Santa Cruz, Ilhas, Goa.
7. Adv. Kishore L. Bhagat, Khandola, Marcela, Goa.
8. Adv. Mauro M. Menezes, Goa-Velha, Ilhas, Goa.

By order and in the name of the Governor of Goa.

Siddhivinayak S. Naik, Under Secretary (Home).

Porvorim, 20th August, 2010.

Department of Labour

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Order

No. 28/30/2010-LAB

Whereas the Government of Goa is of the opinion that an industrial dispute exists between the management of M/s. Sika India Private Limited, Verna Industrial Estate, Verna, Goa, and its Workmen represented by the Goa Trade and Commercial Workers' Union, in respect of the matter specified in the Schedule hereto (hereinafter referred to as the "said dispute");

And whereas the Government of Goa considers it expedient to refer the said dispute for adjudication.

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947) (hereinafter referred to as the "said Act"), the Government of Goa hereby refers the said dispute for adjudication to the Industrial Tribunal of Goa at Panaji-Goa, constituted under Section 7-A of the said Act.

SCHEDULE

"(1) Whether the action of the management of M/s. Sika India Private Limited, Verna Industrial Estate, Verna, Goa, in refusing the employment to the following 39 Workmen, with effect from 20-12-2008, is legal and justified?

- (1) S. G. Patil.
- (2) M. S. Nasavimani.
- (3) K. H. Pujar.
- (4) Sangu S. Kadakal.
- (5) G. M. Patil.
- (6) Nazeer K. Hudedamani.
- (7) H. M. Biradar.
- (8) Ashok D. Jadhav.
- (9) Dyamanna Madar.
- (10) Santosh R. Tapagi.
- (11) Kumar D. Hospath.
- (12) B. G. Patil.
- (13) Virapail.
- (14) Suresh G. Kelkar.
- (15) S. M. Biradar.
- (16) Parakash I.
- (17) Bablu Yadav.
- (18) Ambarish Patil.
- (19) Basavraj K.
- (20) Ravi H. I.
- (21) Rajesh M. K.
- (22) Pandu Teggi.

- (23) Basavraj R. Agosbal.
- (24) Sachin Jadhav.
- (25) Manjunath Gulbal.
- (26) H.G. Patil.
- (27) Muthu Hosmath.
- (28) Subash B. Guggari.
- (29) Mahanthesh Gonal.
- (30) Ramesh D. Nagawad.
- (31) Basavraj Gonal.
- (32) Basavraj Y.
- (33) N. Shiva.
- (34) H. G. Hunshyal.
- (35) Manoj Kumar.
- (36) Prabhu KOUNGAUDA.
- (37) Prakash Kumar.
- (38) Kannu Hemran.
- (39) Hanumanth D. Madar.

(2) If not, what relief the Workmen are entitled to?"

By order and in the name of the Governor of Goa.

B. S. Kudalkar, Under Secretary (Labour).

Porvorim, 23rd August, 2010.

Order

No. 28/23/2010-LAB

Whereas the Government of Goa is of the opinion that an industrial dispute exists between M/s. Curchorem, Cacora Municipal Council, Cacora, Goa, and its Workperson, Ms. Sulaksha K. Naik, Community Organisor, represented by the Gomantak Mazdoor Sangh, in respect of the matter specified in the Schedule hereto (hereinafter referred to as the "said dispute");

And whereas the Government of Goa considers it expedient to refer the said dispute for adjudication.

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947) (hereinafter referred to as the "said Act"), the Government of Goa hereby refers the said dispute for adjudication to the Industrial Tribunal of Goa at Panaji-Goa, constituted under Section 7-A of the said Act.

SCHEDULE

"(1) Whether the action of M/s. Curchorem Cacora Municipal Council, Cacora, Goa, in not regularizing the services of Ms. Sulaksha K. Naik, Community Organi-

sor, on the post of LDC and instead recruiting a fresh candidate on the said post, is legal and justified?

- (2) If not, what relief the workpersons is entitled to?"

By order and in the name of the Governor of Goa.

B. S. Kudalkar, Under Secretary (Labour).

Porvorim, 23rd August, 2010.

Order

No. 28/31/2010-LAB

Whereas the Government of Goa is of the opinion that an industrial dispute exists between the management of M/s. New Vision Imaging Private Limited, Thivim Industrial Estate, Mapusa, Bardez, Goa, and it's Workman, Shri Sandeep Desai represented by the Goa Trade and Commercial Worker's Union, in respect of the matter specified in the Schedule hereto (hereinafter referred to as the "said dispute");

And whereas the Government of Goa considers it expedient to refer the said dispute for adjudication.

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947) (hereinafter referred to as the "said Act"), the Government of Goa hereby refers the said dispute for adjudication to the Industrial Tribunal of Goa at Panaji-Goa, constituted under Section 7-A of the said Act.

SCHEDULE

- "(1) Whether the action of the management of M/s. New Vision Imaging Private Limited, Thivim Industrial Estate, Mapusa, Bardez, Goa, in transferring it's Workman, Shri Sandeep Desai, from Goa to Balasore-Orissa, with effect from May, 2008, is legal and justified?

- (2) If not, what relief the Workman is entitled to?"

By order and in the name of the Governor of Goa.

B. S. Kudalkar, Under Secretary (Labour).

Porvorim, 23rd August, 2010.

Order

No. 28/32/2010-LAB

Whereas the Government of Goa is of the opinion that an industrial dispute exists between the management of M/s. Janata Consumer Co-operative Society, Panaji, Goa, and it's Workman, Shri Krishnanath Chodankar, in respect of the matter specified in the Schedule hereto (hereinafter referred to as the "said dispute");

And whereas the Government of Goa considers it expedient to refer the said dispute for adjudication.

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947) (hereinafter referred to as the "said Act"), the Government of Goa hereby refers the said dispute for adjudication to the Industrial Tribunal of Goa at Panaji-Goa, constituted under Section 7-A of the said Act.

SCHEDULE

- "(1) Whether the action of the management of M/s. Janata Consumer Co-operative Society, Panaji, Goa, in refusing employment to Shri Krishnanath Chodankar, with effect from 01-02-2006, is legal and justified?

- (2) If not, what relief the Workman is entitled to?"

By order and in the name of the Governor of Goa.

B. S. Kudalkar, Under Secretary (Labour).

Porvorim, 23rd August, 2010.

Order

No. 28/21/2010-LAB

Whereas the Government of Goa is of the opinion that an industrial dispute exists between the management of M/s. Equator, Sancoale Industrial Estate, Sancoale, Goa, and it's workmen represented by the Goa Trade and Commercial Workers Union (AITC), in respect of the matter specified in the Schedule hereto (hereinafter referred to as the "said dispute");

And whereas the Government of Goa considers it expedient to refer the said dispute for adjudication.

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of Section

10 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947) (hereinafter referred to as the "said Act"), the Government of Goa hereby refers the said dispute for adjudication to the Industrial Tribunal of Goa at Panaji-Goa, constituted under Section 7-A of the said Act.

SCHEDULE

- "(1) Whether the action of the management of M/s. Equator Sancoale Industrial Estate, Sancoale, Goa, in not conceding to the following Charter of Demands raised by the Goa Trade and Commercial Workers Union (AITUC), Panaji, Goa vide their letter dated 27-03-2008, is legal and justified?

CHARTER OF DEMANDS

Demand No. (1): Flat-Rise in Basic Salary and Pay Scales

It is demanded that each worker be paid a sum of Rs. 900/- as flat rise over and above the existing basic salary as on 31-01-2008. The total Basic salary as on 31-01-2008 PLUS the Flat Rise of Rs. 900/- per month be placed in the pay scales given below:

PAY SCALES:

Grade	Designation	Pay Scale
I	Operator	2500-200-3500-280- -4900-390-6850
II	Jr. Operators/ /Labour	1800-140-2500-190- -3450-260-4750

Demand No. (2): House Rent Allowance (HRA)

It is demanded that with effect from 01-02-2008, each Workman be paid a House Rent Allowance (HRA) at the rate of Rs. 500/- per month.

Demand No. (3): Fixed Dearness Allowance (FDA)

It is demanded that with effect from 01-02-2008, all the employees shall be paid Fixed Dearness Allowance (FDA) at the rate of Rs. 500/- per month.

Demand No. (4): Variable Dearness Allowance (VDA)

It is demanded that with effect from 01-02-2008, each workperson be paid the following amount in lieu of Variable Dearness Allowance (VDA).

Rs. 900/- per month for the period from 01-02-2008 to 31-12-2008.

Rs. 1,000/- per month for the period from 01-02-2009 to 31-12-2009.

Rs. 1,500/- per month for the period from 01-02-2010 to 31-12-2010.

Demand No. (5): Travelling Allowance (T.A.)

It is demanded that with effect from 01-02-2008, each workperson be paid a Travelling Allowance at the rate of Rs. 500/- per month.

Demand No. (6): Washing Allowance (W.A.)

It is demanded that with effect from 01-02-2008, each workperson be paid Rs. 350/- per month towards Washing Allowance.

Demand No. (7): Leave Travel Allowance (L.T.A.)

It is demanded that with effect from 01-02-2008, each workperson be paid a Leave Travel Allowance at the rate of Rs. 2,500/- per annum.

Demand No. (8): Festival Advance

It is demanded that with effect from 01-02-2008, each worker be paid a Festival Advance during the festival of Ganesh Chaturthi and Christmas Festival at the rate of one gross salary which is to be deduction in ___ equal installments.

Demand No. (9): Salary Date

It is demanded that all the workers be paid the salary in time, that is on or before the 7th day of every succeeding month.

Demand No. (10): Leave Facilities

It is demanded that the workpersons be eligible to the following Leave Facilities with effect from 01-02-2008.

- (a) Privilege Leave : 30 days per annum, with a facility to accumulate upto 100 days.
- (b) Casual Leave : 9 days per annum, with a facility to encash the balance leave.
- (c) Sick Leave : 9 days per annum, with a facility to accumulate upto 25 days.
- (d) Holidays : 14 days per annum.

Demand No. (11): Uniforms, Safety two Pairs of Shoes/Masks and Umbrellas/Raincoats

It is demanded that, each male worker be provided with two pairs of uniform, each female workperson be provided with two pairs of sarees, and all workers be provided with two pairs of chappals, one umbrella, one raincoat and safety wear.

Demand No. (12): Overtime

It is demanded that each workperson be paid overtime wages at the rate of double the wage

alongwith the compensatory off and proper overtime register be maintained.

Demand No. (13): Bonus

It is demanded that all the workpersons be paid Bonus every year at the rate of 20% of the basic.

(2) If the answer to issue No. (1) above is in the negative, then, what relief the workpersons are entitled to ?”

By order and in the name of the Governor of Goa.

B. S. Kudalkar, Under Secretary (Labour).

Porvorim, 23rd August, 2010.

Order

No. 22/4/2001-Lab-Part

Read: 1) Order No. 22/4/2001-Lab/282 dated 19-05-2006.

2) Order No. 22/4/2001-Lab/Part dated 25-02-2009.

3) Order No. 22/4/2001-Lab/Part dated 10-12-2009.

Ex-post facto sanction of the Government of Goa is hereby accorded to extend the ad hoc promotion of Shri Sunil A. Gaonkar, Employment Counselling Officer (Group 'B' Gazetted) in the pay scale of Rs. 6,500-200-10,500 revised Pay Band—2 of Rs. 9,300-34,800 with Grade Pay of Rs. 4,200/- in the office of the Commissioner of Labour and Employment, Panaji for a further period of six months w.e.f. 19-05-2010 to 18-11-2010.

This issues with the concurrence of Goa Public Service Commission vide their letter No. COM/II/ /11/28(3)/92/1434 dated 19-08-2010.

By order and in the name of the Governor of Goa.

B. S. Kudalkar, Under Secretary (Labour).

Porvorim, 23rd August, 2010.

Notification

No. 28/1/2010-LAB

The following award passed by the Labour Court-II, at Panaji-Goa on 21-07-2010 in reference No. IT/3/06 is hereby published as required by

Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

B. S. Kudalkar, Under Secretary (Labour).

Porvorim, 19th August, 2010.

**IN THE LABOUR COURT-II
GOVERNMENT OF GOA
AT PANAJI**

(Before Shri Suresh N. Narulkar, Hon'ble
Presiding Officer)

Case No. Ref. IT/3/06

Mr. Kiran M. Prasad,
Saidham Housing Society,
LPS-190, Pundalik Naik,
Alto-Betim, Porvorim-Goa. ... Workman/Party I

V/s

M/s. C. M. E. Industries,
Palacio Aguada,
Aguada Fort Road,
Sinquerim, Bardez-Goa. ... Employer/Party II
Workman/Party I represented by Adv. Suhas Naik.
Employer/Party II represented by Adv. S. Henriques.

Panaji, dated: 21-07-2010

AWARD

1. In exercise of the powers conferred by clause (c) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947) the Government of Goa by order dated 23-01-2006 bearing No. 28/29/2005-LAB/50 referred the following dispute for adjudication to the Labour Court-II of Goa at Panaji-Goa.

“(1) *Whether the action of the Management of CME Industries, Palacio Aguada, Aguada Fort Road, Sinquerim, Bardez-Goa in terminating the services of Shri Kiran M. Prasad, Security Supervisor, with effect from 19-07-2003, is legal and justified?*

(2) *If not, to what relief, the Workman is entitled?”*

2. On receipt of the reference, a case was registered under No. IT/03/2006 and registered A/D notice was issued to the parties. In pursuance to the said notice, the parties put in their appearance. The Workman/Party I (for short

'Workman'), filed his statement of claim on 17-03-2006 at Exb. 4. The facts of the case in brief as pleaded by the Workman in his statement of claim are that he was employed by the Employer/Party II (for short 'Employer') as 'Security Supervisor' in July, 1990 and was posted on duty on the same day at the residence of their Chairman, Mr. Jimmy J. Gazdar. He stated that he was paid a monthly salary of Rs. 7,000/- p.m. He stated that besides him there were another 17-18 Security Guards working under the pay roll of the employer company. He stated that the Employer/Party II is a company dealing in the business of 'fishing' a Unit of the 'Cochin Malbar Estates and Industries Ltd.' He stated that the employer company is involved in the business of Agro Aquaculture specially 'Prawns Hatcheries' in Goa and Kerala. He stated that the business of the employer company is in full swing in the state of Goa and Kerala. He stated that the employer company had not issued to him any Appointment Letter although he was working as a 'Security Supervisor' since July, 1990. He stated that the Chairman of the employer company has issued to him a certificate stating that he has been working with the employer company since July, 1990 as a 'Security Supervisor'. He stated that on 19-07-2003, the Chairman of the employer company, Mr. J. J. Gazdar refused the employment to him without assigning any justified reason. He stated that he had insisted the reasons of the refusal of the employment; however the Chairman threatened him of lodging a false Police complaint. He stated that thereafter he raised an industrial dispute vide his letter dated 04-11-2003 pertaining to non-payment of legal dues and illegal termination of his services w.e.f. 19-07-2003 before the Assistant Labour Commissioner, Mapusa-Goa. He stated that he has also demanded reinstatement in services with full back wages and continuity in services. He stated that the said industrial dispute raised by him before the Assistant Labour Commissioner, Mapusa-Goa which ended in failure. He submitted that the termination of his services without assigning any justified reasons of whatsoever nature is ab-initio null and void and is also in violation of Sec. 25-F of the I. D. Act, 1947 and the rules made thereunder. He stated that since after the termination of his services by the employer company he is out of employment and does not have any source of income. He submitted that he is in acute financial crises due to which, he has suffered great injustice and prejudice. He therefore prayed that the action of the employer company in terminating his services w.e.f. 19-07-2003 be

declared as illegal and unjustified and he be reinstated back in services with full back wages and continuity in service.

3. The employer controverted the claim of the Workman by filing the written statement on 15-11-2007 at Exb. 7. The Employer Company by way of preliminary objection stated that the claim of the Workman is mis-conceived in facts and law and is liable to be rejected in limine. The Employer Company stated that the Party I is not a 'Workman' as defined under the I. D. Act, 1947. The employer company stated that the claim of the Party I that he was working as a 'Security Supervisor' for them is factually incorrect. The employer company stated that the Party I has sought to take advantage of the kindness and sympathy shown to him by Jimmy Gazdar, ofusing the services of the Party I purely for domestic purpose and that too on account of the fact that the Party I was not gainfully employed. The employer company submitted that the Party I has filed the present petition with a view to blackmail them and to derive unlawful gain, taking advantage of the fact that the employer company is too pre-occupied to address the matters of trivial nature. The employer company stated that they are unable to comprehend the magnitude of ingratitude of the Party I who has chosen to unnecessarily drag them in the present proceedings, inspite of the fact that they have no nexus with the Party I. The employer company stated that in fact the services of the Party I were used only for domestic purpose for payment of consideration which has already been paid to the Party I by Jimmy Gazdar and not by them. The employer company stated that initially the Party I had filed a petition before the Assistant Labour Commissioner, Mapusa against Jimmy Gazdar and thereafter after perusing the reply quickly changed the stunts and impleaded them as a party to the present proceedings although they have no nexus to the Party I. The Employer Company finally denied the case of the Party I as pleaded in his statement of claim and prayed for dismissal of the present reference issued by the Government of Goa.

4. Thereafter the Workman filed his re-joinder on 30-01-2008 at Exb. 10. The Workman by way of his re-joinder reiterates and confirms all his statements, averments and submissions made by him in his claim statement to be true and correct and denies all statements and averments made by the employer in their written statement dated 27-04-2006 which are contrary and inconsistent to

the statements and averments made by him. He submitted that if a security renders services as 'Watch and Ward' at any place to the employer and any dispute arising from the same is an industrial dispute.

5. On the basis of pleadings filed by the respective parties this Court framed the following issues at Exb. 11.

1. *Whether the Party I proves that he is a 'Workman' within the meaning of Section 2(s) of the I. D. Act?*
2. *Whether the Party I proves that his termination is in violation of Sec. 25-F of the Act and is illegal and unjustified?*

6. My findings to the aforesaid issues are as under:

Issue No. 1 affirmative.

Issue No. 2 affirmative.

REASONS

7. *Issue No. 1:* The employer company controverted the claim of the Party I by contending that the Party I is not a 'Workman' as defined u/s 2(s) of the I. D. Act, 1947. This Hon'ble Court therefore framed the issue No. 1 by putting the burden to prove the same on the Party I.

I have heard the arguments of the Ld. Adv. appearing for the respective parties.

8. Ld. Adv., Shri Suhas Naik representing the Party I during the course of his oral arguments submitted that in order to prove his case, the Party I has examined himself and his wife Smt. Kavita Prasad in the present proceedings. He submitted that the Party I in his oral evidence on record stated that he was employed by the employer company since July, 1990 as a 'Security Supervisor' and was posted on duty as 'Security Supervisor' at the residence of the Chairman of the employer company, Shri Jimmy J. Gazdar. He submitted that the Party I in his oral evidence further stated that as a 'Security Supervisor', he was actually doing the work of 'Watch and Ward' alongwith other Security Personnel in Shifts as per the duty chart prepared by the Manager, Shri Ramkrishna Parsekar. He submitted that the Party I in his oral evidence further stated that he was working under supervision and control of the said Shri Ramkrishna Parsekar, the manager of the employer company. He submitted that the Workman has produced on record a certificate dated 27-09-1997 (Exb. W/2) issued by the Chairman of the employer company. He submitted

that the employer company has examined one Shri Ramkrishna Parsekar, who claimed to be a lawful attorney of the employer company, however in cross examination, he deposed that the employer company has not issued to him any power of attorney either to depose or to file and verify the written statement in the present reference. He therefore submitted that the written statement signed and verified by him as well as an Affidavit-in-Evidence filed by him is without any authority of the employer company and hence cannot be considered.

9. On the contrary, the Ld. Adv., Shri S. Henriques representing the Party II, during the course of his oral arguments submitted that though the burden to prove that the Party I is a 'Workman' as defined u/s 2(s) of the I. D. Act, 1947, the Party I failed to discharge the said burden and consequently failed to prove that he is a 'Workman' as defined u/s 2(s) of the I. D. Act, 1947. He submitted that the services of the Party I were utilized purely for domestic purpose and as a temporarily arrangement by Mr. Jimmy Gazdar in his personal capacity.

I have carefully perused the entire records of the present case. I have also carefully considered the various oral submissions made by the Ld. Advocates appearing for the respective parties.

10. Undisputedly, it is a well settled propositions of industrial law that whether an employee is a 'Workman' or not within the meaning of Sec. 2(s) of the I. D. Act, is depends upon his predominant nature of duties performed by him at the time of termination of his services irrespective of his designation.

In the present case, the employer company controverted the claim of the Party I by filing their written statement on 27-04-2006 at Exb. 7. The said written statement has been filed and also verified by Shri Ramkrishna Parsekar by claiming to be a lawful attorney of the employer company. The employer company also examined the said Shri Ramkrishna Parsekar as their witness and produced on record a Power of Attorney (Exb. E/3). The said Power of Attorney at Exb. E/3 on record indicates that the said instrument of Power of Attorney was given to him in the personnel capacity of said Mr. Jimmy Gazdar. Although the said Shri Ramkrishna Parsekar in his Affidavit-in-Evidence claimed to be a lawful attorney of the employer company, in his cross examination he clearly stated that the employer company has not issued to him any

Power of Attorney either to depose or to file any written statement in the present reference. Thus, the oral as well as documentary evidence on record indicates that neither the said Shri Ramkrishna Parsekar was authorized to file and verify the written statement nor to depose on behalf of the employer company. In the circumstances, the written statement filed on behalf of the employer company is without any authority.

11. The oral evidence of the Party I on record indicates that the Party I was working with the employer as a 'Security Supervisor' and was performing the duty of 'Watch and Ward' since July, 1990 till the date of termination of his services w.e.f. 19-07-2003. The Party I in support of his oral evidence produced on record a certificate dated 27-09-1997 issued to him by the Chairman of the employer company namely Mr. Jimmy J. Gazdar stating that the Party I has been working in CME Industries from July, 1990 till date as 'Security Supervisor' at Palacio, Aguada, Siquerim-Goa. Merely because the Party I was deployed at the residence of the Chairman of the employer company, Mr. Jimmy J. Gazdar, does not ipso facto means that he was not an employee of the employer company. The evidence on record indicates that the Party I was performing the duties of 'Watch and Ward' at the time of termination of his services, which is an unskilled work. Hence, it is held that the Party I is a 'Workman' within the meaning of Sec. 2(s) of the I. D. Act, 1947.

12. *Issue No. 2:* It is the Party I who has raised the present industrial dispute pertaining to the termination of his services w.e.f. 19-07-2003 by the employer company by contending that the termination of his services without assigning any justified reasons is in violation of Sec. 25-F of the I. D. Act, 1947 and the rules made thereunder. Since, the employer company denied the aforesaid contention of the Party I, this Hon'ble Court framed the existing Issue No. 2 by putting the burden to prove the same on the Party I.

I have heard the arguments of the Ld. Adv., appearing for the respective parties.

13. Ld. Adv., Shri Suhas Naik representing the Party I during the course of his oral arguments submitted that the oral evidence adduced by the Party I on record clearly proves that the services of the Party I were terminated by the employer company w.e.f. 19-07-2003 without assigning any justified reason. He submitted that at the time of termination of his services, the employer company

failed to comply the mandatory provisions of Sec. 25-F of the I. D. Act, 1947 and hence the termination of the services of the Party I by the employer company w.e.f. 19-07-2003 is illegal and unjustified. He submitted that oral evidence adduced by the Party I on record clearly proves that the Party I is gainfully unemployed and hence the Party I is entitled for reinstatement with full back wages and continuity in services. He submitted that the employer company has examined one Shri Ramkrishna Parsekar who claims to be their lawful attorney, however in his cross examination he clearly admitted that the employer company has not issued to him any power of attorney either to depose or to file any written statement in the present reference. He therefore submitted that the written statement as well as the evidence of the said Shri Ramkrishna Parsekar cannot be considered.

14. On the contrary, the Ld. Adv., S. Henriques representing the employer company during the course of his oral arguments submitted that the employer company controverted the claim of the Party I by stating that the Party I is not a 'Workman' as defined u/s 2(s) of the I. D. Act, 1947. He submitted that the Party I, however failed to prove that he is a 'Workman' as defined u/s 2(s) of the I. D. Act, 1947 and hence he is entitled to any relief. He submitted that though the Party I in his Affidavit-in-Evidence filed in the present case stated that presently he is unemployed and does not have any source of income, however, in his cross examination, he deposed that presently he is working in a private company on temporarily basis. He submitted that the witness of the Party I namely Mrs. Kavita Prasad in her cross examination also stated that the Party I joined some private company recently on 15-07-2008.

I have carefully perused the entire records of the present case. I have also carefully considered the various oral submissions made by the Ld. Advocates appearing for the respective parties.

16. While discussing the Issue No. 1 hereinabove, I have already come to the conclusion and held that the Party I is a 'Workman' within the meaning of Sec. 2(s) of the I. D. Act, 1947. Therefore it is necessary to examine the legality and justifiability of the termination of services of the Party I. The Party I contended that his termination of services w.e.f. 19-07-2003 by the employer company is in violation of Sec. 25-F of the I. D. Act, 1947 and hence it is illegal and unjustified.

Sec. 25-F of the I. D. Act, 1947 reads as under:

"No Workman employed in any industry who has been in continuous service for not less than one year under an employer shall be retrenched by the employer until—

- (a) *The Workman has been given one month's notice in writing indicating the reasons for retrenchment and the period of notice has expired, or the Workman has been paid in lieu of such notice, wages for the period of the notice;*
- (b) *The Workman has been paid, at the time of retrenchment, compensation which shall be equivalent to fifteen days of average pay (for every completed period of service) or any part thereof in excess of six months; and*
- (c) *Notice in the prescribed manner is served on the appropriate Government (or such authority as may be specified by the appropriate Government by notification in the Official Gazette.)"*

17. In the present case, the evidence on record indicates that the Party I was in the employment of the employer company since, July, 1990 till the date of his termination of services w.e.f. 19-07-2003. The evidence on record further indicates that the services of the Party I has been terminated by the employer company without any justified reasons. The evidence on record also indicates that neither one month's notice in writing indicating the reasons for retrenchment was given to the Workman and the period of notice has expired or the Workman has been paid in lieu of such notice, wages for the period of the notice, nor paid retrenchment compensation equivalent to 15 days average pay of every completed years of the service or any part thereof in excess of six months. Nor it is the case of the employer company that the services of the Party I has been terminated on account of his misconduct after complying with the principles of natural justice. In the circumstances, the action of the employer company is therefore in violation of Sec. 25-F of the I. D. Act, 1947 & hence it is illegal and unjustified.

The evidence on record indicates that the Party I is gainfully unemployed since after the termination of his services by the employer company and has no fix sources of income. The evidence on record further indicates that the Party I could secure employment in a private company recently on 15-07-2008 on temporarily

basis. The evidence on record also suggests that the Party I could maintain his family which consists of his wife and a daughter through the salary of his wife Smt. Kavita Prasad. The evidence on record however does not indicate that all sincere and most earnest efforts were made by the Party I to secure job, but he failed to get job, during the interim period.

In the case of *M/s. Reetu Marbles v/s Prabhakant Shukla and Anr.*, reported in 2010 (124) FLR 72, the Hon'ble Supreme Court of India held that "Although direction to pay full back wages on a declaration that the order of termination was invalid used to be the usual result but now, with the passage of time, a pragmatic view of the matter is being taken up by the court realizing that an industry may not be compelled to pay to the Workman for the period during which he apparently contributed little or nothing at all to it and/or for a period that was spent unproductively as a result whereof the employer would be compelled to go back to a situation which prevailed many years ago, namely, when the Workman was retrenched".

In view of the above discussions and in view of the facts and circumstances of the present case, it will be fair and proper to grant 70% of back wages to meet the ends of justice.

In view of the above discussions and with regards to the facts and circumstances of the case, I proceed ahead to adjudicate the reference as under:

ORDER

1. It is hereby held that the action of the Management of M/s. CME Industries, Palacio, Aguada, Aguada Fort Road, Sinquerim, Bardez-Goa in terminating the services of Shri Kiran M. Prasad, Security Supervisor, w.e.f. 19-07-03 is illegal & unjustified.
2. The Employer, M/s. CME Industries, Palacio, Aguada, Aguada Fort Road, Sinquerim, Bardez-Goa is hereby directed to reinstate the Workman, Shri Kiran M. Prasad, Security Supervisor, in their services with 70% of back wages and continuity in services with immediate effects.
3. No order as to costs.
4. Inform the Government accordingly.

Sd/-
Suresh N. Narulkar,
Presiding Officer,
Labour Court II.

Notification

No. 28/1/2010-LAB

The following award passed by the Labour Court-II, at Panaji-Goa on 22-07-2010 in reference No. IT/39/04 is hereby published as required by Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

B. S. Kudalkar, Under Secretary (Labour).

Porvorim, 19th August, 2010.

THE LABOUR COURT-II
GOVERNMENT OF GOA
PANAJI-GOA

(Before Shri Suresh N. Narulkar, Hon'ble
Presiding Officer)

Case No. IT/39/04

Shri Laxman Sakharam Nawar,
H. No. 45, Thorle Bag,
Kerim, Pernem-Goa. ... Workman/Party I
V/s

M/s. Hotel Delmon,
Caitano De Albuquerque Road,
Panaji-Goa. ... Employer/Party II

Part I/Workman represented by Shri A. Kundaikar.

Party II/Employer represented by Adv. P. Chawdikar.

Panaji, dated: 22-07-2010

AWARD

1. In exercise of the powers conferred by clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947) the Government of Goa by order dated 11-10-2004 bearing No. 28/17/2004-LAB/729 referred the following dispute for adjudication by the Industrial Tribunal of Goa.

“(1) Whether the action of the Management of M/s. Hotel Delmon, Panaji, in refusing employment to their Workman, Shri Laxman Sakharam Nawar, Assistant Maintenance, w.e.f. 10-01-2003, is legal and justified?”

“(2) If not, to what relief the Workman is entitled to?”

2. On receipt of the reference, a case was registered under No. IT/39/04 and registered A/D notice was issued to the parties. In pursuance to the said notice, the parties put in their appearance. The Workman/Party I (for short 'Workman'), filed his statement of claim on 04-03-2005 at Exb. 5. The facts of the case in brief as pleaded by the Workman are that he was employed in the services of the Employer/Party II (for short 'Employer') as a 'Assistant Maintenance' w.e.f. 01-08-1999. He stated that he has served the employer with integrity and to the best of his ability. He stated that his service record with the employer is clean, unblemished and meritorious. He stated that he was initially employed on temporary basis from 01-08-1999 to 31-01-2000. He stated that thereafter he continued in the services with the employer without any break in service. He stated that he has put in continuous service with the employer from 01-08-1999 to 09-01-2003. He stated that on 09-01-2003, the employer refused employment to him without assigning any justifiable reason. He submitted that the refusal of the employment to him by the employer amounts to illegal termination of his services. He stated that his services have been terminated without any reasonable cause and for no misconduct committed by him. He stated that his services have been terminated without giving him the requisite notice of one month for payment of wages in lieu of notice. He stated that he was not paid retrenchment compensation as provided u/s 25-F of the I. D. Act, 1947 and hence the termination of his services amounts to illegal retrenchment. He submitted that the said action of the employer in terminating his services is arbitrary, unreasonable and contrary to law. He stated that after the termination of his service, he raised an industrial dispute before the Assistant Labour Commissioner, Panaji-Goa on 10-01-2003 which ended in failure. He stated that during the conciliation proceedings, the employer addressed a letter to him alleging that he was remaining absent without leave and advised him to join the duty. He stated that the said contention of the employer is false, baseless and misleading and it was an attempt to justify its illegal action. He stated that by his letter dated 21-11-2003 he showed his willingness to rejoin the duty, an agreement to that effect should be signed before the Assistant Labour Commissioner, Panaji, where the dispute was pending. He stated that the employer however failed to accept the said proposal. He stated that no charge sheet was served on him nor was any enquiry conducted by the employer. He therefore prayed that an award

be passed holding that the termination of his services by the employer is illegal and unjustified and direct the employer to reinstate him in services with full back wages and continuity in service.

3. The employer controverted the claim of the Workman by filing the written statement on 02-08-2005 at Exb. 6. The employer preliminarily objected the claim of the Workman by stating that the reference is made on the assumption that they have terminated the services of the Workman which has no basis and hence the present reference is bad-in-law. The employer stated that the Workman has been absenting from duty of his own, on his being asked to show cause as to why the disciplinary action should not be taken against him for his failure and gross negligence in not attending to operate the water pump. The employer stated that it is the part of the duty of the Workman to operate the pump in time so as to ensure that the water is available in all the rooms for the use of customers. The employer stated that the Workman was orally asked to explain his negligence in not attending to his work, but instead of submitting any explanation orally or otherwise, he left the place of work in a huff saying that he did not care for the job and failed to report for work thereafter without any intimation or reasonable cause. The employer stated that to their utter surprise they received an intimation from the Office of Assistant Labour Commissioner, Panaji-Goa asking them to remain present in his office in connection with the complaint filed by the Workman stating that his services have been wrongly terminated. The employer stated that they explained to the Assistant Labour Commissioner that they have not terminated the services of the Workman on the contrary made it clear that the Workman left their employment of his own. The employer stated that since it was the case of voluntary resignation the contention of the Workman that his services were terminated was an afterthought with a view to pre-empting any disciplinary action. The employer stated that they had instructed the Workman to report for work in view of the suggestion made by the Assistant Labour Commissioner and in that connection they had sent a letter dated 02-11-2003 advising the Workman to report for work without prejudice to his rights and contentions, however the Workman did not report for work and has stated that the company should pay the back wages for the intervening period by signing the settlement in that respect before Assistant Labour Commissioner as otherwise he would not join duty. The employer stated that the demand of the Workman for a

settlement for payment of back wages was unwarranted as the company had not terminated the services of the Workman. The employer stated that the Workman was employed as 'Maintenance Assistant' effective from 01-08-1999 on a temporary basis and was prone to committing mistakes in work and displaying negligence in the discharge of duties. The employer stated that the Workman was pulled up on several occasions for lack of interest in work and not following instructions scrupulously. The employer stated that since he was a temporary Workman, no written warning was given and he was orally admonished on several occasions to improve. The employer stated that they did not terminate the services of the Workman, on the contrary he left the service of his own, hence the question of payment of back wages or compensation u/s 25-F of the I. D. Act, 1947 does not arise. The employer stated that since the Workman had left the services of his own, the question of taking action against him did not arise and if it is the case of the Workman that his services were terminated on account of his mis-conduct, they should be permitted to lead evidence to justify their action. The employer denied the case of the Workman and prayed that the present reference be dismissed with costs.

4. Thereafter, the Workman filed his re-joinder on 13-07-2007 at Exb. 9. By way of his re-joinder, the Workman reiterates and maintains his claim statement and denied each and every allegations and submissions made by the employer. The Workman denied that he was absent from duties and that he was orally asked to explain his negligence in not attending the duties. He denied that he left the place of work in huff. He stated that it is a fertile imagination of the employer in order to cover the illegality of the termination of his services.

5. Based on the pleadings filed by the respective parties in the present reference, the Court framed the following issues on 25-09-2007 at Exb. 10.

1. *Whether the Party I proves that the Party II refused the employment to him w.e.f. 10-11-2003?*
2. *Whether the refusal of employment to Party I by Party II is legal and justified?*
3. *Whether the Party I is entitled to relief's as prayed for?*
4. *What Award?*

6. My answers to the aforesaid issues are as under:

Issue No. 1: In the affirmative.

Issue No. 2: In the affirmative.

Issue No. 3: In the affirmative.

Issue No. 4: As per final order.

REASON

7. *Issue No. 1:* It is the Party I, who has raised the present industrial dispute by contending that he was refused employment by the employer w.e.f. 09-01-2003. The employer denied the aforesaid contention of the Workman by stating that they have not terminated the services of the Workman. This Hon'ble Court therefore framed the existing issue No. 1 by putting the burden to prove the same on the Workman.

I have heard the arguments of the Ld. Advocates appearing for the respective parties.

8. Ld. Adv., Shri A. Kundaikar representing the Workman during the course of his oral arguments submitted that the Workman in his pleadings filed in the present case stated that he was employed in the services of the employer as "Assistant Maintenance" w.e.f. 01-08-1999 and that he has put in continuous service with the employer from 01-08-1999 to 09-01-2003. He further submitted that the Workman also pleaded and stated on oath that on 09-01-2003 the employer illegally and malafidely refused the employment to him without assigning any justifiable reason. He submitted that the Workman raised an industrial dispute before the Assistant Labour Commissioner, Panaji about his illegal refusal of employment on 10-08-1999.

9. On the contrary, the Ld. Adv., Shri P. Chawdikar, representing the employer during the course of his oral arguments submitted that they have not terminated the services of the Workman, but he himself abandoned his services and therefore the present reference issued by the Government of Goa on the assumption that the services of the Workman has been terminated by them is bad in law. He submitted that the employer vide their letter dated 02-11-2003 at Exb. E/1 stated that they have not terminated the services of the Workman and instructed him to report for his duty immediately upon receipt of the said letter, however the Workman did not report for his duty. He submitted that the aforesaid acts on the part of the Workman itself shows that he was not interested in the employment.

I have carefully perused the entire records of the present case. I have also carefully considered the various oral submissions made by the Ld. Advocates appearing for both the parties.

10. In order to prove the present issue No. 1, the Workman has examined himself and stated on oath that he was in continuous service with the employer from 01-08-1999 till 09-01-2003 without any break in service and that on 09-01-2003 the employer illegally and malafidely refused the employment to him without any justifiable reason. The employer denied the aforesaid contention of the Workman and stated that the Workman was employed on temporary basis from 01-08-1999 and worked upto 09-01-2003 and that they have not terminated the services of the Workman, but he himself left the employment of his own without any reasonable cause. Thus, the evidence on record indicates that the Workman was employed at the Employer's Hotel as 'Assistant Maintenance' w.e.f. 01-08-1999 and till 09-01-2003 continuously without any break in service. The employer has produced their two letters sent to the Workman, one dated 02-11-2003 & another dated 24-12-2003 which are on record at Exb. E/1 & Exb. E/2 respectively. By the said letters the Workman was instructed to report for duty immediately upon receipt of the said letters. Admittedly, the said letters at Exb. E/1 & Exb. E/2 were issued to the Workman belatedly after a gap of around ten months from the alleged abandonment of service of the Workman, when the conciliation proceedings were already pending before Assistant Labour Commissioner, Panaji-Goa, since 10-01-2003. Hence the said letters at Exb. E/1 & Exb. E/2 appears to be an afterthought. The employer has also produced on record a reply of the Workman to their letter dated 02-11-2003 vide his letter dated 21-11-2003 addressed to them at Exb. E/3 stating that on 09-01-2003 the General Manager, Mrs. Anjali Walavalkar without assigning any reason and without giving any opportunity to present his case, she asked him to leave the premises and also instructed the Security Officer on duty not to allow him to enter the hotel premises. The said letter at Exb. E/3 further indicates that on 10-01-2003 at 8.00 a.m. when he attended his duty, the Security Officer on the instructions of the said General Manager, Mrs. Anjali Walavalkar forcefully threw him out of hotel premises and therefore on the same day, he lodged his complaint before the Assistant Labour Commissioner, Panaji to take action in terms of law to redress his grievances. The statement made in the said letter at Exb. E/3 has not been denied by

the employer at any point of time nor offered any comments to the same. The aforesaid letter of the Workman at Exb. E/3 on record clearly indicates that the Workman has been refused employment by the employer. Hence, it is held that the Workman was refused employment by the employer w.e.f. 10-01-2003.

11. *Issue No. 2:* It is the Workman who has raised the present industrial dispute pertaining to his alleged illegal refusal of employment by stating that it is in violation of Sec. 25-F of the I. D. Act, 1947. The employer denied the aforesaid contention of the Workman, by stating that they have not terminated the services of the Workman but it is the Workman who left the employment of his own without any intimation and without any reasonable cause. This Hon'ble Court therefore framed the present issue No. 2 by putting the burden to prove the same on the Workman.

I have heard the arguments of the Ld. Advocates appearing for the respective parties.

12. Ld. Adv., Shri A. Kundaikar representing the Workman during the course of his oral arguments submitted that admittedly the Workman was in the employment of the employer w.e.f. 01-08-1999 till 09-01-2003 continuously without any break in service. He submitted that the Workman was refused the employment by the employer w.e.f. 09-01-2003 without any justified reasons and for no misconduct committed by him. He submitted that the services of the Workman have been terminated without giving him the requisite notice of one month or payment of wages in lieu of notice. He submitted that the Workman was not paid retrenchment compensation as provided u/s 25-F of the I. D. Act, 1947. He submitted that the termination of services of the Workman is therefore illegal, unjustified and bad in law and it amounts to illegal retrenchment.

13. On the contrary, Ld. Adv., Shri P. Chawdikar representing the employer submitted that they have not terminated the services of the Workman but it is the Workman who left the employment of his own without any intimation and without any reasonable cause. He submitted that the Workman had been absenting from duty of his own on his being orally asked to show cause as to why the disciplinary action should not be taken against him for his failure and gross negligence in not attending to operate water pump but instead of submitting any explanation orally he left the place of work in a huff saying that he did not care for the job and failed to report for work thereafter.

He submitted that the employer had sent him 2 letters one dated 02-11-2006 and another letter dated 24-12-2003 directing the Workman to report for duty immediately on receipt of the said letter. He submitted that the Workman instead of joining his duties, directed the employer to sign an agreement to that effect before the Assistant Labour Commissioner vide its reply dated 21-11-2003. He submitted that the employer has complied with the principles of natural justice while terminating the services of the Workman and relied upon a decision of the *Hon'ble High Court of Bombay in the case of New India Co-operative Bank Ltd., v/s Shankar V. Bangera reported in 2006 III CLR 904.*

I have carefully perused the entire records of the present case. I have also carefully considered the various oral submissions made by the Ld. Advocates appearing for both the parties.

14. While discussing the issue No. 1 herein-above, I have already come to the conclusion and held that the Workman was refused employment by the employer w.e.f. 10-01-2003. It is the bone contention of the Workman that his services have been terminated w.e.f. 09-01-2003 in contravention of Sec. 25-F of the I. D. Act, 1947. It is therefore necessary to examine the relevant provisions of law.

Sec. 25-F of the I. D. Act, 1947 reads as under:

"No Workman employed in any industry who has been in continuous service for not less than one year under an employer shall be retrenched by the employer until—

- (a) *The Workman has been given one month's notice in writing indicating the reasons for retrenchment and the period of notice has expired, or the Workman has been paid in lieu of such notice, wages for the period of the notice;*
- (b) *The Workman has been paid, at the time of retrenchment, compensation which shall be equivalent to fifteen days of average pay (for every completed period of service) or any part thereof in excess of six months; and*
- (c) *Notice in the prescribed manner is served on the appropriate Government (or such authority as may be specified by the appropriate Government by notification in the Official Gazette.)"*

15. In the present case, admittedly the Workman was in the employment of the employer w.e.f. 01-08-1999 till 09-01-2003 continuously without any break in service. The evidence on record indicates that the services of the Workman have been terminated without giving him the requisite notice of one month or payment of wages in lieu of notice. The evidence on record further indicates that the Workman has not been paid retrenchment compensation as provided u/s 25-F of the I. D. Act, 1947, hence the termination of services amounts to illegal retrenchment.

16. Ld. Adv., Shri P. Chawdikar during the course of his oral arguments submitted that the employer has complied with the principles of natural justice by issuing two letters at Exb. E/1 and Exb. E/2, directing the Workman to report for his duty and relied upon a decision of the *Hon'ble High Court of Bombay in the case of New India Co-operative Bank Ltd. v/s Shankar B. Bangera reported in 2006 III CLR 904*, wherein it has been held that "It would be appropriate here to make a reference to the settled position in law that the question to whether an abandonment of service has been established has to be determined on the basis of the facts and the surrounding circumstances including inter alia the length of the absence and the explanation, if any that the Workman has to tendered for his absence from duty without permission. The requirement of observing the principles of natural justice is a requirement of the norms of fair treatment".

17. I have carefully perused the aforesaid decision of Hon'ble High Court of Bombay relied by the Ld. Adv., Shri P. Chawdikar for the employer. In the aforesaid case before the Hon'ble High Court of Bombay, the Workman had remained absent without leave and without intimation to the employer Bank. The employer Bank directed the Workman to report for duty, failing which it will be presumed that he had abandoned the services. The employer Bank struck off the name of the Workman from their muster roll since the Workman did not report for duty even after receipt of several notices. The Hon'ble High Court therefore held that the employer Bank has complied with the principles of natural justice. However, in the present case, the Workman was refused the employment w.e.f. 10-01-2003 without any justified reasons and for no misconduct committed by him. Thus, the facts and circumstances of the aforesaid case before the Hon'ble High Court of Bombay are totally different then the present case and hence the principle laid down in the aforesaid decision is not applicable.

Hence it is held that the refusal of employment to the Workman by the employer is illegal and unjustified and it amounts to illegal retrenchment of services of the Workman.

18. *Issue No. 3:* While discussing the issue No. 2, I have already come to the conclusion and held that the refusal of employment to the Workman by the employer is illegal and unjustified and it amounts to illegal retrenchment of services of the Workman.

19. Ld. Adv., Shri P. Chawdikar during the course of his oral arguments submitted that though the initial burden is on the Workman to prove that he was gainfully unemployed since after the termination of his services, he has failed to plead and state on oath the said fact and relied upon a decision of the Hon'ble Supreme Court of India in the case of *Kendriya Vidyalaya Sanghathan and Anr. v/s S. C. Sharma reported in (2005) 2 SCC 363*, wherein it has been held that "When the question of determining the entitlement of a person to back wages is concerned, the employee has to show that he was not gainfully employed. The initial burden is on him".

I have carefully perused the aforesaid decision of Hon'ble Apex Court relied upon by the Ld. Adv. for the employer. The principle laid down by the Hon'ble Supreme Court of India is applicable to the present case.

20. In the present case, neither the Workman pleaded nor stated on oath that he is gainfully unemployed since after the termination of the services. The Workman also failed to produce on record any material in that regard. Hence, applying the law laid down by the Hon'ble Supreme Court of India the Workman is therefore not entitled for any back wages.

In view of the above discussions and with regards to the facts and circumstances of the case, I proceed ahead to adjudicate the reference as under:

ORDER

1. It is hereby held that the action of the Management of M/s. Hotel Delmon, Panaji-Goa, in refusing employment to their Workman, Shri Laxman Sakharan Nawar, Assistant Maintenance w.e.f. 10-01-2003 is illegal & unjustified.
2. The Employer, M/s. Hotel Delmon, Panaji is hereby directed to reinstate the Workman, Shri Laxman Sakharan Nawar, Assistant

Maintenance in their services with immediate effects.

3. No order as to costs.

4. Inform the Government accordingly.

Sd/-
Suresh N. Narulkar,
Presiding Officer,
Labour Court II.

Notification

No. 28/1/2010-LAB

The following award passed by the Labour Court-II, at Panaji-Goa on 15-07-2010 in reference No. LC-II/IT/5/09 is hereby published as required by Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

B. S. Kudalkar, Under Secretary (Labour).

Porvorim, 19th August, 2010.

THE LABOUR COURT-II
GOVERNMENT OF GOA
PANAJI-GOA

(Before Shri Suresh N. Narulkar, Hon'ble
Presiding Officer)

Case No. LC-II/IT/5/09

Ms. Rajeshri Naik,
Rep. by General Secretary,
Gomantak Mazdoor Sangh,
G-5, Machado Apts.,
Tisk, Ponda-Goa.

... Workman/Party I

V/s

M/s. Pack-A-Well,
Plot Nos. 9, 10, 11 & 14,
Kundaim Industrial Estate,
Kundaim-Goa.

... Employer/Party II

Part I/Workman represented by Shri P. Gaonkar.

Party II/Employer marked as Ex-parte.

Panaji, dated: 15-07-2010

AWARD

1. In exercise of the powers conferred by clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947) the Government of Goa by order dated 22-09-2009

bearing No. 28/17/2009-LAB/983 referred the following dispute for adjudication by the Industrial Tribunal of Goa.

"(1) Whether the action of the Management of M/s. Pack-A-Well, Kundaim-Goa in refusing employment to its Workperson Ms. Rajeshri Naik, Packer, w.e.f. 25-11-2008, is legal and justified?"

(2) If not, to what relief, the Workperson is entitled to?"

2. On receipt of the reference, a case was registered under No. LC-II/IT/5/09 and registered A/D notice was issued to the parties. In pursuance to the said notice, the Workman/Party I put in her appearance. The Employer/Party II was duly served by registered A/D notice, however failed and neglected to appear on 18-11-2009 and subsequent scheduled dates of hearing without any justifiable cause, hence the Employer/Party II was marked as ex-parte. The Workman/Party I (for short 'Workman'), filed her statement of claim on 18-11-2009 at Exb. 3. The facts of the case in brief as pleaded by the Workman are that the Gomantak Mazdoor Sangh is a registered Trade Union registered under the Trade Union Act, 1926 and it represents almost all the Workmen employed by the Employer/Party II at Goa plants. She stated that the Employer/Party II (for short "Employer") is an industrial establishment carrying out the job work of printing and packing of multinational companies such as Colgate and Palmolive, Whisper, etc. She stated that the Employer is carrying out its business activities in its factory at Kundaim Industrial Estate, Kundaim-Goa since the year 1998. She stated that though the business of the employer company was increasing every year, the employer was implementing the various unfair labour practices such as non-payment of minimum wage, non-coverage of the workers under ESIC, Provident Fund from the initial date of employment of its workmen. She stated that she worked with the employer company from the date of her joining since November, 1998 till the date of refusal of her employment w.e.f. 25-11-2008, continuously without any break in service. She stated that because she joined the Union alongwith other workers, she was not allowed to resume the duty w.e.f. 25-11-2008. She stated that she made a demand for reinstatement vide her representation dated 25-11-2008 on refusal of her employment by the employer company, but the employer refused to allow her to resume the duty. She stated that therefore she raised an industrial dispute before the Assistant Labour Commissioner, Ponda through

their Union vide letter dated 25-11-2008 which ended in failure due to the adamant attitude of the Employer. She stated that she was not issued any charge sheet nor any enquiry was conducted before refusal of employment and hence the Party II has violated the principles of natural justice. She stated that she was not paid or offered any retrenchment compensation, notice pay and other dues at the time of refusal of her employment and hence the refusal of her employment is in violation of Section 25-F of the I. D. Act, 1947. She stated that after refusal of her employment the employer has employed new Workman on her place of work and she was not re-employed by the Employer and hence violated Sec. 25-H of the I. D. Act, 1947. She submitted that the Employer has not followed the procedure in accordance with Sec. 25-G of the I. D. Act, 1947 before refusal of her employment and as such violated the said provisions of the I. D. Act. She stated that at the time of refusal of her employment, the matter of dharter of demands was pending before the Conciliation Officer since 12-08-2008 and the first meeting was fixed by the Assistant Labour Commissioner and Conciliation Officer, Ponda-Goa. She stated that the employer has not obtained any permission of the appropriate authority nor an application under Sec. 33 of the I. D. Act, 1947 was filed before the appropriate authority and hence violated Sec. 33 of the I. D. Act, 1947. She submitted that before refusal of her employment, the provisions of the I. D. Act, 1947 were not followed by the Employer. She therefore contended that the refusal of her employment by the employer is illegal, unjustified and bad in law and she is entitled to reinstate with full back wages and continuity in services. She stated that since her refusal of employment, she is unemployed and could not succeed in getting any employment. She therefore prayed that the refusal of employment to her be declared as illegal, unjustified and bad in law and direct the Employer to reinstate her in employment with full back wages and continuity in service. She has also prayed for awarding the cost of the present petition.

3. Though the employer company has been duly served with summons of this Hon'ble Court by registered A/D notice, the employer failed to appear before this Hon'ble Court on the scheduled dates of hearing and consequently failed to resist the present claim statement of the Workman.

4. Based on the pleadings filed by the Workman in the present reference, this Court framed the following issues on 10-12-2009 at Exb. 4.

1. Whether the Workman/Party I proves that she was employed with Employer/Party II as a "Packer" w.e.f. November, 1998 till the date of her termination on 25-11-2008 continuously without any break in service?
2. Whether the Workman/Party I proves that the Employer/Party II had refused employment to her w.e.f. 25-11-2008?
3. Whether the Workman/Party I proves that Employer/Party II had violated Sec. 33 of the Industrial Disputes Act, 1947?
4. Whether the Workman/Party I proves that the action of the Employer/Party II in refusing employment to her is illegal and unjustified?
5. Whether the Workman/Party I proves that she is entitled for any relief?
6. What Award? What Order?

5. My answers to the aforesaid issues are as under:

- Issue No. 1: In the affirmative.
- Issue No. 2: In the affirmative.
- Issue No. 3: In the negative.
- Issue No. 4: In the affirmative.
- Issue No. 5: In the affirmative.
- Issue No. 6: As per final order.

REASONS

6. *Issue No. 1:* It is the Party I, who has raised an industrial dispute by contending that she was employed with the employer company as a 'Packer' w.e.f. November, 1998 till date of her termination on 25-11-2008 continuously without any break in service. Therefore the burden to prove the said contention is on the Workman.

Ld. Rep., Shri P. Gaonkar, representing the Workman during the course of his oral arguments submitted that the Workman has examined herself in order to prove the aforesaid issue and also produced on the record an Identity Card issued by E.S.I. Corporation (Exb. W/7), E.P.F. Slip issued to her for the year 2000-2001 (Exb. W/8) and copies of the returns filed by the employer company from March, 2000 to February, 2008 (Exb. W/9-colly) in support of her oral evidence. He submitted that the oral as well as the documentary evidence on record clearly proves that the Workman was employed with the employer company as a "Packer" since November, 1998 till the date of her termination on 25-11-2008 continuously without any break in service. He submitted that no appointment letter was issued to her.

I have carefully perused the entire records of the present case. I have also carefully considered the various oral submissions made by the Ld. Representative, Shri P. Gaonkar.

7. Admittedly, the Workman in her oral evidence on record clearly stated that she was working as a 'Packer' in the Production Department of the employer company since November, 1998 continuously without any break in service till the refusal of employment to her on 25-11-2008. The Workman in her oral evidence also stated that she has worked for more than 240 days in a calendar 12 months preceding the date of her refusal of employment w.e.f. 25-11-2008. In support of her oral evidence the Workman has produced on record an Identity Card issued by E.S.I. Corporation (Exb. W/7), E.P.F Slip issued to her for the year 2000--2001 (Exb. W/8) and copies of the returns filed by the employer company from March, 2000 to February, 2008 (Exb. W/9-colly). The said E.P.F. Slip for the year 2000-2001 on record at Exb. W/8 indicates that the employer has contributed their contributions and also deducted the Workman's contribution towards Employees Provident Fund Scheme. So also the copies of the returns filed by the employer from March, 2000 to February, 2008 in the prescribed form No. 6-A of the Employees Provident Fund Scheme 1952 clearly indicates that the employer had filed the same annually and also indicates the name of the Workman and the amount of Provident Fund paid in respect of the Workman and other employees. The said oral as well as documentary evidence produced by the Workman on record has not been denied by the employer by remaining absent and thus, remained unchallenged. The aforesaid documentary evidence on record clearly corroborates with the oral evidence of the Workman that she was employed with the employer company since November, 1998 till 25-11-2008 continuously without any break in service.

It is therefore held that the Workman was employed with the employer company as a 'Packer' w.e.f. November, 1998 till 25-11-2008 continuously without any break in service.

8. *Issue No. 2:* It is the Workman who has raised the present industrial dispute by contending that the employer company had refused an employment to her w.e.f. 25-11-2008. Therefore, the burden of proving the aforesaid contention is on the Workman.

The Workman in order to prove her aforesaid contention that she has been refused employment

by the employer company w.e.f. 25-11-2008, produced on record a notice of the employer company dated 24-11-2008 stating the break in services to her at Exb. W/3 in support of her oral evidence. The said notice of the employer company dated 24-11-2008 at Exb. W/3 clearly indicates that the Workman has been refused the employment from 25-11-2008. It is therefore held that the employer company has refused employment to the Workman w.e.f. 25-11-2008.

10. *Issue No. 3:* It is the Workman who has raised the present industrial dispute pertaining to her alleged illegal termination of services by contending that it is in violation of Sec. 33 of the I. D. Act, 1947. Therefore, the burden to prove the said contention is on the Workman.

Sec. 33 (1) of the I. D. Act, 1947 prohibits the employer to alter to the prejudice of the Workmen concerned in such dispute the service conditions etc., during the pendency of the proceedings before the Conciliation Officer or a board or of any proceedings before a Labour Court or Tribunal or National Tribunal in respect of an industrial dispute.

11. Though the Workman in her oral evidence stated that they have raised a charter of demands vide their letter dated 20-7-08, the Workman has failed to produce on record any cogent evidence in the form of document such as the said charter of demands submitted to the authority or any notice issued to the parties therein to substantiate her aforesaid statement. The Workman also failed to give any satisfactory justification for non-production of any documentary evidence in support of her statement that they have raised a charter of demands vide their letter dated 20-7-08. It is therefore held that the Workman failed to prove that the employer company has violated Sec. 33 of the I. D. Act, 1947.

12. *Issue No. 4:* It is the Workman who has raised an industrial dispute by contending that the action of the employer company in refusing employment to her w.e.f. 25-11-08 is in violation of Sec. 25-F, 25-G & 25-H of the I. D. Act, 1947 and hence it is illegal and unjustified. It is therefore incumbent upon the Workman to prove that the action of the employer in terminating her services w.e.f. 25-11-08 is illegal and unjustified.

13. In order to prove her case the Workman has led oral evidence by examining herself. In her oral evidence on record, she categorically stated that the employer company has not issued any charge sheet nor any inquiry was conducted before

refusal of employment to her. She stated that the employer company has employed new Workman in her place after refusal of employment to her and hence violated Sec. 25-H of the I. D. Act, 1947. She stated that the employer company has also not followed the procedure in accordance with Sec. 25-G of the I. D. Act, 1947. She stated that at the time of refusal of her employment neither she was offered nor paid any retrenchment compensation, notice pay and other dues and hence violated Sec. 25-F of the I. D. Act, 1947. She finally deposed that the employer company has violated the basic principles of natural justice while terminating her services. The aforesaid oral evidence of the Workman remained unchallenged since the employer company failed to cross examine the Workman by remaining absent.

14. While discussing the issue No. 1 hereinabove, I have already held that the Workman was employed with the employer company as a 'Packer' since November, 1998 till 25-11-2008 continuously without any break in service. Similarly, while discussing the issue No. 2 hereinabove, I have already held that the employer company refused employment to the Workman w.e.f. 25-11-2008. The said refusal of employment to the Workman amounts to the termination of her services w.e.f. 25-11-2008.

15. Sec. 25-F of the I. D. Act, 1947 reads as under:

"No Workman employed in any industry who has been in continuous service for not less than one year under an employer shall be retrenched by the employer until—

- (a) *The Workman has been given one month's notice in writing indicating the reasons for retrenchment and the period of notice has expired, or the Workman has been paid in lieu of such notice, wages for the period of the notice;*
- (b) *The Workman has been paid, at the time of retrenchment, compensation which shall be equivalent to fifteen days of average pay (for every completed period of service) or any part thereof in excess of six months; and*
- (c) *Notice in the prescribed manner is served on the appropriate Government (or such authority as may be specified by the appropriate Government by notification in the Official Gazette.)"*

16. In the instant case, the Workman was employed with the employer company since 1998 till 24-11-2008 as a 'Packer' continuously without

break in service. The oral evidence of the Workman on record indicates that neither one month notice in writing indicating the reasons for retrenchment and the period of notice has expired or that the Workman has been paid in lieu of such notice, wages for the period of the notice. The oral evidence of the Workman on record also indicates that the employer company has failed to pay the Workman at the time of refusal of her employment, retrenchment compensation equivalent to fifteen days average pay of every completed years of continuous service or any part thereof in excess of six months. The evidence on record indicates that no notice in the prescribed manner is served on the appropriate Government. Thus, the evidence on record proves that the employer company has violated Sec. 25-F of the I. D. Act, 1947.

17. Similarly, Sec. 25-G of the I. D. Act, 1947 laid down as under:

"Where any Workman in an industrial establishment, who is a citizen of India, is to be retrenched and he belongs to a particular category of Workmen in that establishment, in the absence of any agreement between the employer and the Workman in this behalf, the employer shall ordinarily retrench the Workman who was the last person to be employed in that category, unless for reasons to be recorded the employer retrenches any other Workman".

18. The Ld., Shri P. Gaonkar representing the Workman during the course of his oral argument relied upon a decision of the Hon'ble Supreme Court of India in the case of *Harjinder Singh v/s Punjab State Warehousing Corporation reported in (2010) 3 SCC 192*, wherein it has been held that

"It is settled law that for attracting the applicability of Section 25-G of the Act, the Workman is not required to prove that he had worked for a period of 240 days during twelve calendar months preceding the termination of his service and it is sufficient for him to plead and prove that while effecting retrenchment, the employer violated the rule of "last come first go" without any tangible reason."

19. In the instant case, the evidence on record clearly indicates that the Workman was in continuous service with the employer company since 1998 till 24-11-2008 as a 'Packer'. The employer company however failed to produce on record the seniority list as required under Rule 77

of the I. D. (Central) Rules, 1957 or any other agreement entered between them and the Workman. In the absence of the aforesaid evidence on record, it is proved that the employer company has failed to maintain the seniority list if any of the Workmen employed in the category of 'Packer' and retrenched employee who was the last person employed in the said category of 'Packer'. Thus, the aforesaid action on the part of the employer company is in violation of Sec. 25-G as well as Sec. 25-H of the I. D. Act, 1947. It is therefore held that the action of the employer company in refusing the employment to the Workman w.e.f. 25-11-2008 is illegal and unjustified.

20. *Issue No. 5:* While discussing the issue No. 1 hereinabove, I have already held that the Workman was employed as a 'Packer' with the employer company since November, 1998 till 24-11-08 continuously without any break in service. Similarly, while discussing the issue No. 4, hereinabove I have held that the action of the employer company in refusing employment to the Workman w.e.f. 25-11-2008 is illegal and unjustified as it is in violation of the well established norms of principles of natural justice as well as Sec. 25-F, 25-G and 25-H of the I. D. Act, 1947 read with Rules 77 and 78 of the I. D. (Central) Rules, 1954. The evidence on record indicates that the Workman is unemployed since after the refusal of employment by the employer company. The Workman is therefore entitled for full back wages and continuity in services.

In view of the above discussions and with regards to the facts and circumstances of the case, I proceed ahead to adjudicate the reference as under:

ORDER

1. It is hereby held that the action of the Management of M/s. Pack-A-Well, Kundaim-Goa, in refusing employment to its Workperson, Miss Rajeshri Naik, Packer w.e.f. 25-11-08 is illegal & unjustified.
2. The Employer, M/s. Pack-A-Well is hereby directed to reinstate the Workperson, Miss Rajeshri Naik, Packer, in their services with full back wages and continuity in services with immediate effects.
3. No order as to costs.
4. Inform the Government accordingly.

Sd/-

Suresh N. Narulkar,
Presiding Officer,
Labour Court II.

State Directorate of Craftsmen Training

Order

No. 4/20/09-SDCT/EST/5966

The Government is pleased to order the transfer of the following Officers of State Directorate of Craftsmen Training, Panaji, in public interest with immediate effect.

Sr. No.	Name of the Officer & designation	Present place of posting	Place of transfer
1.	Shri Marino A. J. M. de Souza, Principal	ITI, Mapusa	As Asstt. Controller Examination at the Head Office and shall hold additional charge of Principal ITI, Mapusa.
2.	Shri Deepak D. Joshi, Principal	ITI, Panaji	ITI, Bicholim along-with post.

Shri Satish B. Salunke, shall stand relieved of the charge of Principal ITI, Bicholim w.e.f. the date Shri Deepak D. Joshi takes charge as Principal ITI, Bicholim.

Shri Domingos Coelho, Training-cum-Placement Officer shall hold charge of Principal ITI, Panaji in addition to his own duties.

By order and in the name of the Governor of Goa.

Aleixo F. da Costa, State Director of Craftsmen Training and ex officio Joint Secretary.

Panaji, 20th August, 2010.

Notification

No. 3/SDCT/TPO/IMC-PART/5785

The Government is pleased to constitute an Advisory Committee consisting of the members indicated below in the capacity as mentioned against their names. The Advisory Committee will advise the Government on the issues listed below in respect of the Government Industrial Training Institutes under Craftsmen Training Department.

- a) Starting on New Trade Courses.
- b) Train the Trainers' Programme.
- c) New Civil Works.
- d) Maintenance of Existing Civil Structures.

1. Hon'ble Minister for Craftsmen ... Chairman.
Training, Secretariat,
Porvorim-Goa

2. Mr. Keshav Kamat, ... Member.
M/s. Puja Plastics,
Corlim Industrial Estate,
Corlim-Goa
3. Mr. Atul Naik, ... Member.
GSIA Executive Committee
Member, Goa Automobile
Accessories Ltd.,
Honda, Industrial Estate,
Honda, Satari-Goa
4. Mr. Sudesh Rane, Proprietor, ... Member.
M/s. Amey Industries,
Cacora Industrial Estate,
Cacora Curchorem-Goa
5. Dr. Sangam Kurade, ... Member.
Managing Director,
M/s. Zuari Foods & Farms,
Canacona Industrial Estate,
Canacona-Goa
6. Ms. Lalita Joshi, ... Member.
Professor Economics,
M. E. S. College,
Zuarinagar, Vasco-Goa
7. Secretary (Craftsmen Training), ... Member.
Secretariat,
Porvorim-Goa
8. Director, ... Member
State Directorate of Craftsmen Secretary.
Training, Shramashakti Bhavan,
Patto Plaza, Panaji-Goa

This Committee shall meet as frequently as required or at least once in a month. The meeting will be called by the Member Secretary on advise of the Chairman.

Aleixo F. da Costa, State Director of Craftsmen Training and ex officio Joint Secretary.

Panaji, 16th August, 2010.

Corrigendum

No. 3/SDCT/TPO/IMC-PART/5988

Read: 1. Notification No. 3/SDCT/TPO/IMC-PART/5785 dated 16-08-2010.

In the Notification referred above, the Sr. No. 3 of the list of members of Advisory Committee may be read as under:

3. Mr. Atul P. Naik, ... Member.
Immediate Past President (GSIA),
M/s. Precitech Components,
D3/1, Honda Industrial Estate,
Honda, Satari-Goa

Aleixo F. da Costa, State Director of Craftsmen Training and ex officio Joint Secretary.

Panaji, 23rd August, 2010.

Department of Law and Judiciary Law (Establishment) Division

Order

No. 1/43/80-LD(Estt.) (Hon.)/1367

Read: Order No. 1-43-80/LD (Part)/612 dated 21-03-2005.

Government of Goa is pleased to enhance the rate of honorarium from Rs. 200/- to Rs. 500/- per occasion/sitting to the Special Judicial Magistrate appointed by Hon'ble High Court, Bombay effective from 01-09-2009 for performing functions under Cr. P. C. such as holding I. D. Parades, recording dying declaration, confessional statements, statement of witness and holding regular court seating for disposal of cases under Motor Vehicle Act.

This issues with the concurrence of Finance (Exp.) Department, vide their U. O. No. 1408756 dated 14-07-2010.

By order and in the name of the Governor of Goa.

N. P. Singnapurker, Under Secretary, Law (Estt.).
Porvorim, 20th August, 2010.

Order

No. 8/33/2005-LD(Estt.)/1366

Government of Goa is pleased to order the transfer and posting of the following Civil Registrar-cum-Sub Registrars of Registration Department, with immediate effect, in the public interest.

Sr. No.	Name of Officer	Present posting	Transferred as
1.	Shri Vassudev T. Hadkonkar	Civil Registrar-cum-Sub Registrar, Mormugao	Civil Registrar-cum-Sub Registrar, Quepem.
2.	Smt. Asha S. Kamat	Civil Registrar-cum-Sub Registrar, Headquarters, Panaji	Civil Registrar-cum-Sub Registrar, Vasco.
3.	Smt. Dominica T. F. e Souza	Civil Registrar-cum-Sub Registrar, Quepem	Civil Registrar-cum-Sub Registrar, Headquarters, Panaji.

By order and in the name of the Governor of Goa.

N. P. Singnapurker, Under Secretary, Law (Estt.).
Porvorim, 20th August, 2010.

Department of Legal Metrology

Office of the Controller, Legal Metrology

Notification

No. 1/2/10-CLM/385/2195

In exercise of the powers conferred by sub-section (3) of section 5 of the Standards of Weights and Measures (Enforcement), Act 1985 (Central Act 54 of 1985), (hereinafter called the said Act), the Controller of Legal Metrology hereby defines the local limits as specified in column (4) of the Schedule appended hereto within which the Assistant Controllers of Legal Metrology as specified in the corresponding entries in column (2) of the said Schedule, shall exercise their powers and discharge the duties conferred or imposed on them by or under the said Act. This is in supersession of the Notification No. 1/2/09-CLM/378/1129, dated 19-06-2009.

SCHEDULE

Sr. No.	Designation of Group 'B' Gazetted Officer	Proposed H.Q.	Local limits (Jurisdiction)
1	2	3	4
1.	Assistant Controller, Legal Metrology, North Zone	Mapusa	The North Zone, which comprises of whole area of Talukas of Bardez, Pernem, Bicholim and Satari, including area of jurisdiction all Inspectorial Units in this Zone.
2.	Assistant Controller, Legal Metrology, Central Zone.	Panaji	The Central Zone, which comprises of whole area of Talukas of Tiswadi and Ponda, including area of jurisdiction all Inspectorial Units in this Zone.
3.	Assistant Controller, Legal Metrology, South Zone-I	Margao	The South Zone-I, which comprises of whole area of Talukas of Salcete and Mormugao, including area of jurisdiction all Inspectorial Units in this Zone.
4.	Assistant Controller, Legal Metrology, South Zone-II	Margao	The South Zone-II, which comprises of whole area of Talukas of Quepem, Sanguem and Canacona, including area of jurisdiction all Inspectorial Units in this Zone.
5.	Assistant Controller, Legal Metrology, Central Laboratory/Packaged Commodities at Head Office.	Panaji	To implement the provisions of packaged commodities Rules for the whole State of Goa, and the necessary work at Central Laboratory at Head Office and such other relevant work at Head Office.

Tahang Taggu, Secretary, Legal Metrology.

Panaji, 1st September, 2010.

Notification

No. 1/2/10-CLM/386/2196

In exercise of the powers conferred by sub-section (3) of Section 5 of the Standards of Weights and Measures (Enforcement) Act, 1985 (Central Act 54 of 1985), (hereinafter called the said Act), the Controller of Legal Metrology hereby defines the local limits as specified in column (4) of the Schedule appended hereto within which the Inspectors of Legal Metrology as specified in the corresponding entries in column (2) of the said Schedule, shall exercise their powers and discharge the duties conferred or imposed on them by or under the said Act. This is in supersession of the Notification No. 1/2/01-CLM/297/1224, dated 18-07-2001.

SCHEDULE

Sr. No.	Designation of Group 'C', Officials	Proposed H.Q.	Local limits (Jurisdiction)
1	2	3	4
North Zone			
1.	Inspector, Legal Metrology, Mapusa	Mapusa	The whole area of Taluka of Bardez.
2.	Inspector, Legal Metrology, Pernem	Pernem	The whole area of Taluka of Pernem.
3.	Inspector, Legal Metrology, Bicholim	Bicholim	The whole area of Talukas of Bicholim and Satari.
Central Zone			
1.	Inspector, Legal Metrology, Panaji	Panaji	The whole area of Taluka of Tiswadi.
2.	Inspector, Legal Metrology, Ponda	Ponda	The whole area of Taluka of Ponda.
South Zone-I			
1.	Inspector, Legal Metrology, Margao	Margao	The whole area of Taluka of Salcete.
2.	Inspector, Legal Metrology, Vasco	Vasco	The whole area of Taluka of Mormugao.
South Zone-II			
1.	Inspector, Legal Metrology, Curchorem	Curchorem	The whole area of Taluka of Quepem.
2.	Inspector, Legal Metrology, Sanguem	Sanguem	The whole area of Taluka of Sanguem.
3.	Inspector, Legal Metrology, Canacona	Canacona	The whole area of Taluka of Canacona.

Tahang Taggu, Secretary, Legal Metrology.

Panaji, 1st September, 2010.



Department of Mines

Directorate of Mines & Geology

Order

No. 1/72/ADM/2007/Mines/1583

Read: Order No. 01-01-2006-Mines/778 dated 05-07-2006.

In partial modification of order read at above and in pursuance of Section 5 of the Right to Information Act, 2005 (Central Act No. 22 of 2005). Shri Jayant Sirsat, Assistant Geologist is appointed as Assistant Public Information Officer with effect from 19-08-2010.

Arvind D. Loliyekar, Director of Mines & Geology.

Panaji, 23rd August, 2010.

Department of Personnel

Order

No. 7/2/99-PER-Part-II (A)/pf

In pursuance of the Government of India, Ministry of Home Affairs, New Delhi, Order No. 14020/6/2009-UTS. I dated 11-06-2010, Shri Raajiv Yaduvanshi, IAS (AGMUT: 1989), Secretary to Chief Minister, Government of Goa, stands relieved from this Administration, with effect from 01-10-2010 (b.n.) to take up his new assignment in the Government of NCT of Delhi, New Delhi.

By order and in the name of the Governor of Goa.

Yetindra M. Maralkar, Joint Secretary (Personnel).

Porvorim, 20th August, 2010.

Order

No. 6/2/2005-PER

Shri Prashant Shirodkar, Chief Officer, Quepem Municipal Council, shall hold charge of the post of Project Officer, District Rural Development Agency, South, Margao, in addition to his own duties, with immediate effect and until further orders.

Consequently, Shri H. A. Ali, Project Officer, District Rural Development Agency, South, Margao, shall report to Personnel Department, for further posting. He shall draw his salary on the 'Leave & Training Reserve' post, during the period of his awaiting posting.

Shri Raju V. Gawas, Chief Officer, Bicholim Municipal Council and holding additional charge of the post of Chief Officer, Valpoi Municipal Council, shall also hold charge of the post of Forest Settlement Officer, North Headquarters at Valpoi, in addition to his own duties, with immediate effect thereby relieving Shri Narayan Gad, Deputy Collector & SDM, Bicholim, of the additional charge.

By order and in the name of the Governor of Goa.

Yetindra M. Maralkar, Joint Secretary (Personnel).

Porvorim, 17th August, 2010.

Addendum

No. 7/5/2006-PER

Read: 1) Order No. 7/5/2006-PER dated 13-05-2010.

The para 4 of the above referred Order shall be substituted to read as follows:

"Shri Richard D'Souza, IFS reported for duty as Additional Principal Chief Conservator of Forests on 11-12-2009 (f.n.) and was on awaiting posting."

After para 4 in the said Order the following para 5 shall be added:

"Shri Richard D'Souza, IFS shall exercise option if any for fixing his pay in terms of F. R. 22 (I) (a) (i)."

The para 5 of the above referred Order shall renumber as para 6.

By order and in the name of the Governor of Goa.

N. P. Singnapurker, Under Secretary (Personnel-II).

Porvorim, 18th August, 2010.

Department of Power

Office of the Chief Electrical Engineer

Order

No. STA/ELECT/INSPT/CONF/2916

Read: Order No. STA/ELECT/INSPT/CONF/230 dated 14-7-2010.

Government is pleased to extend the contractual re-appointment of Shri R. A. Ghali, (retired Chief Electrical Engineer) as "Electrical Inspector" in the pay scale of PB-3 Rs. 15,600-39,100+G.P. Rs. 7,600/- for the State Electrical Inspectorate, Government of Goa Vidyut Bhavan, Panaji, for a further period of one year w.e.f. 25-8-2010 to 24-8-2011 or till the date the post is filled on regular basis, whichever is earlier, subject to ex-post facto approval of the Cabinet.

He shall draw emoluments for the above stated period in terms of C.C.S. (Fixation of pay of re-employed Pensioners) order, 1986.

His re-appointment is further subject to executing the agreement specifying the terms and conditions of re-employment on contract basis.

This issues as per the opinion of Ld. Advocate General.

By order and in the name of the Governor of Goa.

Nirmal Braganza, Chief Electrical Engineer & ex officio Additional Secretary.

Panaji, 24th August, 2010.

Order

No. CEE/Estt-34/1/98/2887

In exercise of the powers conferred under Sections (1) and (2) of the Section 5 of the Right to Information Act, 2005 (Central Act No. 22 of 2005) herein called the said Act as published in the Official Gazette of Government of Goa under Notification No. 10/2/2005-LA dated 07-07-2005, the Government is pleased to notify the jurisdiction of State Public Information Officer in respects of the offices under the Department of Electricity for the discharge of the functions as per the provisions contained in the said Act:

Sr. No.	Office & designation	State Public Information officer
1	2	3

1. Superintending Engineer, Exective Engineer (Com)/EHV, Vidyut Bhavan, (Training).
3rd floor, Panaji-Goa

1	2	3	1	2	3
2. Superintending Engineer, (Plg.), Vidyut Bhavan, 3rd floor, Panaji-Goa	Executive Engineer (Training).		15. Executive Engineer, Div-IV, Margao, Vidyut Bhavan, Aquem, Margao-Goa	Executive Engineer, Div-IV, Margao-Goa.	
3. Jt. Director of Accounts, Vidyut Bhavan, 4th floor, Panaji-Goa	-do-		16. Executive Engineer, Div-V, Bicholim, Elect. Department, Behind Hira Talkies, Lamgaon-Bicholim-Goa	Executive Engineer, Div-V, Bicholim-Goa.	
4. Dy. Director (Admn.) Vidyut Bhavan, 4th floor, Panaji-Goa	-do-		17. Executive Engineer, Div-VI, Mapusa, Vidyut Bhavan, Ansabhatt, Mapusa-Goa	Executive Engineer, Div-VI, Mapusa-Goa.	
5. Executive Engineer, (Plg), Vidyut Bhavan, 3rd floor, Panaji-Goa	-do-		18. Executive Engineer, Div-VII, Curchorem, Elect. Department, Pontemol-Curchorem-Goa	Executive Engineer, Div-VII, Curchorem-Goa.	
6. Executive Engineer, (Proc), Vidyut Bhavan, 3rd floor, Panaji-Goa	-do-		19. Executive Engineer, Div-VIII, Margao, Vidyut Bhavan, Aquem, Margao-Goa	Executive Engineer, Div-VIII, Margao-Goa.	
7. Executive Engineer, (EHV), Vidyut Bhavan, 3rd floor, Panaji-Goa	-do-		20. Executive Engineer, Div-IX, Tivim, Elect. Department, (EHV), Volvonem-Tivim-Goa	Executive Engineer, Div-IX, Tivim-Goa.	
8. Executive Engineer, (Com), Vidyut Bhavan, 3rd floor, Panaji-Goa	-do-		21. Executive Engineer, Div-X, Ponda, Vidyut Bhavan, (TRN), Curti-Ponda-Goa	Executive Engineer, Div-X, Ponda-Goa.	
9. Executive Engineer, (Training/Public Grievance Officer), Vidyut Bhavan, 5th floor, Panaji-Goa	-do-		22. Executive Engineer, Div-XI, Vasco, Elect. Department, Chase Bldg., 1st floor, Opp. Roy's Petrol Pump, Vasco-Goa	Executive Engineer, Div-XI, Vasco-Goa.	
10. Executive Engineer, (Energy Monitoring & T. D. Losses) Vidyut Bhavan, 5th floor, Panaji-Goa	-do-		23. Executive Engineer, Div-XII, Xeldem, Elect. Department, 220/110 KV S/S, Katta Amona-Quepem-Xeldem-Goa	Executive Engineer, Div-XII, Xeldem-Goa.	
11. Executive Engineer, Div-I, Panaji, Vidyut Bhavan, 2nd floor, Panaji-Goa	Executive Engineer, Div-I, Panaji-Goa.		24. Executive Engineer, Div-XIII, Kadamba Plateau, Elect. Department, Kadamba Plateau, P. O. Old-Goa	Executive Engineer, Div-XIII, Kadamba Plateau.	
12. Superintending Engineer, Circle-I (S), Vidyut Bhavan, Aquem, Margao-Goa	Superintending Engineer, Circle-I (S) Vidyut Bhavan, Aquem, Margao-Goa.		25. Executive Engineer, Div-XIV, Verna, Verna Plateau, Verna, Salcete-Goa	Executive Engineer, Div-XIV, Verna-Goa.	
13. Executive Engineer, Div-II, Margao, Vidyut Bhavan, Aquem, Margao-Goa	Executive Engineer, Div-II, Margao-Goa.				
14. Executive Engineer, Div-III, Ponda, Vidyut Bhavan, Curti, Ponda-Goa	Executive Engineer, Div-III, Ponda-Goa.				

1	2	3
26. Executive Engineer, Div-XV, Patto Plaza, EDC-Patto Plaza, Panaji-Goa	Executive Engineer, Div-XV (Civil), Patto Plaza, Panaji-Goa.	
27. Executive Engineer, Div-XVI, Margao, Vidyut Bhavan, Aquem, Margao-Goa	Executive Engineer, Div-XVI, Margao-Goa.	
28. Executive Engineer, Div-XVII, Mapusa, Vidyut Bhavan, Ansabhatt, Mapusa-Goa	Executive Engineer, Div-XVII, Mapusa-Goa.	

All Assistant Engineers and Assistant Executive Engineers are appointed as Assistant Public Information Officers.

Further in terms and provisions of Section 19 of the said Act, the Superintending Engineer, Circle II (North), Panaji with its office at Vidyut Bhawan, 2nd floor, Panaji shall be the First Appellate Authority under the Act against the decision of the State Public Information Officers/Assistant State Public Information Officers.

This supersedes Order No. CEE/Estt-34/1/38/2734 dated 26-09-2008 and shall come into force with immediate effect.

By order and in the name of the Governor of Goa.

Nirmal Braganza, Chief Electrical Engineer & ex officio Addl. Secretary.

Panaji, 23rd August, 2010.

Department of Public Health

Notification

No. 13/41/87-I/PHD(Pt. File)

In exercise of the powers conferred by sub-section (1) read with sub-section (3) of Section 20 of the Drugs and Cosmetics Act, 1940 (Central Act 23 of 1940) (hereinafter referred to as the "said Act") the Government of Goa, with the previous consent of the Central Government conveyed vide Circular No. 21-1/2009-SS/4487 dated 19-03-2010, hereby appoints the officers of the Central Drugs Laboratory, Kolkata, as specified in the Schedule

below to be Government Analysts for the State of Goa in respect of all classes of drugs except the classes of drugs mentioned below, namely:

- (1) Sera.
- (2) Solution of Serum Proteins intended for Injection.
- (3) Vaccines.
- (4) Toxins.
- (5) Antigens.
- (6) Anti-toxins.
- (7) Sterilized Surgical ligature and sterilized suture.
- (8) Bacteriophages.
- (9) Anti-Sera for Veterinary use.
- (10) Vaccines for Veterinary use.
- (11) Toxoids for Veterinary use.
- (12) Diagnostic Antigens for Veterinary use.

SCHEDULE

- 1) Dr. M. F. A. Beg, Senior Scientific Officer, Central Drugs Laboratory, Kolkata.
- 2) Shri Subrata Kumar Ray, Junior Scientific Officer, Central Drugs Laboratory, Kolkata.

By order and in the name of the Governor of Goa.

Paula Fernandes, Under Secretary (Health-II).

Porvorim, 23rd August, 2010.

Certificate

No. 22/4/2001-I/PHD

Read: 1) Memorandum No. 22/4/2001-I/PHD dated 26-03-2010.

2) Government Order No. 22/4/2001-I/PHD dated 13-04-2010.

Certified that the character and antecedents of Smt. Ana Maria Josephina Vaz e. Braganza, Lecturer in Paediatric Nursing, Institute of Nursing Education, Bambolim under Directorate of Health Services have been verified by the District Magistrate, North Goa District, Panaji and nothing adverse has come to the notice of the Government. She has been also declared medically fit by the Medical Board, Goa Medical College, Bambolim.

Paula Fernandes, Under Secretary (Health-II).

Porvorim, 18 August, 2010.

Department of Revenue

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Order

No. 35/12/2010-RD(1413296)

In exercise of the powers conferred by the clause (a) of sub-section (1) of Section 9 of the Indian Stamp Act, 1899 (Central Act 2 of 1899) (hereinafter referred to as the "said Act"), the Government of Goa hereby remits the duties chargeable under the said Act on instrument to be executed, by the Tiatra Academy of Goa for the purchase of additional premises admeasuring an area of 50.50 sq. mts. located in the Campal Trade Centre, Panaji.

By order and in the name of the Governor of Goa.

Pandharinath N. Naik, Under Secretary (Rev-I).

Porvorim, 23rd August, 2010.

Notification

No. 22/13/2009-RD

Whereas it appears to the Government of Goa (hereinafter referred to as "the Government") that the land specified in the Schedule hereto (hereinafter referred to as the "said land") is likely to be needed for the public purpose viz. Land Acquisition for additional land at Murda, Mercas in continuation of Goa Bazar.

Now, therefore, the Government hereby notifies, under sub-section (1) of Section 4 of the Land Acquisition Act, 1894 (Central Act 1 of 1894) (hereinafter referred to as the "said Act") that said land is likely to be needed for the purpose specified above.

2. All persons interested in the said land are hereby warned not to obstruct or interfere with any surveyor or other persons employed upon the said land for the purpose of the said acquisition. Any contract for the disposal of the said land by sale, lease, mortgage, assignment, exchange or otherwise or any outlay commenced or improvements made thereon without the sanction of the Collector appointed under paragraph 4 below, after the date of the publication of this notification, will under clause (seventh) of Section 24 of the said Act, be disregarded by him while assessing compensation for such parts of the said land as may be finally acquired.

3. If the Government is satisfied that the said land is needed for the aforesaid purpose, a

declaration to that effect under Section 6 of the said Act will be published in the Official Gazette and in two daily newspapers and public notice thereof shall be given in due course. If the acquisition is abandoned wholly or in part, the fact will also be notified in the same manner.

4. The Government further appoints under clause (c) of Section 3 of the said Act, the Deputy Collector & SDO, Tiswadi, Panaji-Goa, to perform the functions of a Collector, North Goa District, Panaji, under the said Act in respect of the said land.

5. The Government also authorizes under sub-section (2) of Section 4 of the said Act, the following Officers to do the acts, specified therein in respect of the said land.

1. The Collector, North Goa District, Panaji-Goa.

2. The Deputy Collector & SDO, Tiswadi, Panaji-Goa.

3. The Project Director, District Rural Development Agency, Shanta Bldg., 2nd floor St. Inez, Panaji-Goa.

4. The Director of Settlement and Land Records, Panaji-Goa.

6. A rough plan of the said land is available for inspection in the Office of the Deputy Collector & SDO, Tiswadi, Panaji-Goa for a period of 30 days from the date of publication of this Notification in the Official Gazette.

SCHEDULE

(Description of the said land)

Taluka: Tiswadi

Village: Murda

Survey No./ Sub-Div. No.	Names of the persons believed to be interested	Approx. area in sq. mts.
1	2	3
89/1	O: Comunidade of Murda. T: Joao Baptisto Gonsalves.	1982
89/2	O: Comunidade of Murda. T: Esmeralda Furtado.	2327
89/3	O: Comunidade of Murda. T: Datta Shiva Naik.	2434
89/4	O: Comunidade of Murda. T: Anand Raghuvir Naik.	2451
89/5	O: Comunidade of Murda. T: Cristova Antonio Braganca. T: Antonio Aleixo Braganca.	2347
89/6	O: Comunidade of Murda. T: Bhikaro Laxaman Naik.	1941

1	2	3	1	2	3
89/7	O: Comunidade of Murda.	594	78/3	O: Comunidade of Murda.	1400
89/8	O: Comunidade of Murda.	41		T: Violante Meio.	
88/1	O: Comunidade of Murda.	1336	78/4	O: Comunidade of Murda.	1312
	T: Alexandre Martins.			T: Violante Meio.	
88/2	O: Comunidade of Murda.	1089	78/5	O: Comunidade of Murda.	1687
	T: Marizinho Braganca.			T: Vithal Vaigonkar.	
88/3	O: Comunidade of Murda.	1138	78/6	O: Comunidade of Murda.	1737
	T: Joao Francisco Branganca.			T: Vithal Vaigonkar.	
88/4	O: Comunidade of Murda.	1058	78/7	O: Comunidade of Murda.	412
	T: Remeto Fernandes.		78/8	O: Comunidade of Murda.	212
88/5	O: Comunidade of Murda.	1337	77/1	O: Comunidade of Murda.	1289
	T: Arcanjo Nazareth.			T: Antonio Araujo.	
88/6	O: Comunidade of Murda.	1919	77/2	O: Comunidade of Murda.	1110
	T: Joao Azavedo.			T: Alexander Araujo.	
88/7	O: Comunidade of Murda.	1969	77/3	O: Comunidade of Murda.	1219
	T: Gosal Lazaro.			T: Alexander Araujo.	
88/8	O: Comunidade of Murda.	756	77/4	O: Comunidade of Murda.	1267
	T: Josa Lazaro.			T: Vincente Fernandes.	
88/9	O: Comunidade of Murda.	756	77/5	O: Comunidade of Murda.	925
	T: Angnelo Fernands.			T: Xavier Fernandes.	
88/10	O: Comunidade of Murda.	469	77/6	O: Comunidade of Murda.	1094
	T: Vinayak Naik Uskaikar.			T: Mario Angelo Fernandes.	
88/11	O: Comunidade of Murda.	250	77/7	O: Comunidade of Murda.	962
87/1	O: Comunidade of Murda.	1518		T: Narayan Amonkar.	
	T: Angelo Vigas.		77/8	O: Comunidade of Murda.	550
	T: Maria Espicicsa Gonsalves.			T: Narayan Amonkar.	
87/2	O: Comunidade of Murda.	975	77/9	O: Comunidade of Murda.	1500
	T: Agosto Martins.			T: Mahadev Amonkar.	
87/3	O: Comunidade of Murda.	1080	77/10	O: Comunidade of Murda.	400
	T: Cruz Pereira.			T: Francisco Nicolo Fernandes.	
	T: Cosme Francisco Pereira.		77/11	O: Comunidade of Murda.	469
87/4	O: Comunidade of Murda.	1167	91/17	O: Comunidade of Murda.	1483
	T: Maria Nunes.			T: Ana Rita Serroao.	
87/5	O: Comunidade of Murda.	1175	76/1	O: Comunidade of Murda.	442
	T: Bras Dias.			T: Vasudev Kundekar.	
87/6	O: Comunidade of Murda.	1067	76/2	O: Comunidade of Murda.	283
	T: Rial Araujo.			T: Manuel Rapaso.	
87/7	O: Comunidade of Murda.	1081	76/3	O: Comunidade of Murda.	266
	T: Filomento Pires.			T: Agustinho Rapaso.	
87/8	O: Comunidade of Murda.	1695	76/4	O: Comunidade of Murda.	619
	T: Thomas Fernandes.			T: Bostao Inacino Dias.	
87/9	O: Comunidade of Murda.	1975		T: Inas Caitano Dias.	
	T: Maria Fernandes.		76/5	O: Comunidade of Murda.	447
87/10	O: Comunidade of Murda.	948		T: Maria Angelica Gonsalves.	
	T: Remedios Simao Dias.		76/6	O: Comunidade of Murda.	697
87/11	O: Comunidade of Murda.	1206		T: Radhabai Naik.	
	T: Rosario Pereira.		76/7	O: Comunidade of Murda.	817
87/12	O: Comunidade of Murda.	581		T: Maria Agnelo Fernandes.	
	T: Vinayak Naik Uskaikar.			T: Radhabai Naik.	
87/13	O: Comunidade of Murda.	469	76/8	O: Comunidade of Murda.	182
	T: Vinayak Naik Uskaikar.			T: Vinayak Uskaikar.	
78/1	O: Comunidade of Murda.	1087		T: Radhabai Naik.	
	T: Antonio Pereira.		76/9	O: Comunidade of Murda.	384
78/2	O: Comunidade of Murda.	1444		T: Deudit Fernades.	
	T: Ana Francisco Pereira.			T: Radhabai Naik.	

1	2	3
76/10	O: Comunidade of Murda. T: Xavier Fernandes. T: Vinayak Uskaikar.	968
76/11	O: Comunidade of Murda. T: Jerone Fernandes. T: Vioiente Fernandes. T: Deodita Fernandes.	1427
76/12	O: Comunidade of Murda. T: Esperance Pereira.	324
76/13	O: Comunidade of Murda. T: Domingo Caitano Dias. T: Cruz Pereira.	212
76/15	O: Comunidade of Murda. T: Cruz Pereira. T: Rosano Fernandes. T: Leonario Dias. T: Domingo Caitano Dias.	1296

Boundaries :

North : S. No. 90/8, 9,7, S. No. 91/16,4.
 South : S. No. 79/17, Road, S. No. 76/17,
 21 to 28.
 East : S. No. 86/3 to 27, S. No. 79/1 to 17.
 West : Nallah, S. No. 91/4, Village
 boundary of Calapur.

Total: 71054

By order and in the name of the Governor
of Goa.

Pandharinath N. Naik, Under Secretary (Rev I).
 Porvorim, 23rd August, 2010.

Notification

No. 22/16/2009-RD

Whereas by Government Notification No. 22/16/2009-RD dated 10-11-2009 published on pages 883 & 884 of Series II No. 34 of the Official Gazette, dated 19-11-2009 and in two newspapers (1) "Tarun Bharat" dated 15-11-2009 and (2) "Herald" dated 15-11-2009, it was notified under Section 4 of the Land Acquisition Act, 1894 (Central Act 1 of 1894) (hereinafter referred to as "the said Act"), that the land specified in the Schedule appended to the said Notification was likely to be needed for the public viz. Land Acquisition for construction of service road from Model Building to Dona Paula alongwith Miramar, Dona Paula new road at Caranzalem in Panaji City of Tiswadi Taluka.

And whereas, the Government of Goa (hereinafter referred to as "the Government") after considering the report made under sub-section (2) of Section 5-A of the said Act is satisfied that the land specified in the Schedule hereto is needed for

the public purpose specified above (hereinafter referred to as "the said land").

Now, therefore, the Government hereby declares, under Section 6 of the said Act that the said land is required for the public purpose specified above.

2. The Government also appoints, under clause (c) of Section 3 of the said Act, the Dy. Collector and Sub-Divisional Officer, Panaji, to perform the functions of a Collector, North Goa District, Panaji, for all proceedings hereinafter to be taken in respect of the said land and directs him under Section 7 of the said Act to take order for the acquisition of the said land.

3. A plan of the said land can be inspected at the Office of the said Deputy Collector & Sub-Divisional Officer, Panaji, till the award is made under Section 11.

SCHEDULE

(Description of the said land)

Taluka: Tiswadi *City:* Panaji

P. T. Sheet No./ Chalta No.	Names of the persons believed to be interested	Approx. area in sq. mts.
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1	2	3
164/7p	O: Archdioceses of Goa. L: Shambu Shirodkar.	338
174/1p	O: Archdiocese of Goa and Daman. P: Pundalik Gawas. O: Government of Goa – Town & Country Planning Department.	226
174/2p	O: Archdiocese of Goa and Daman. P: Pundalik Gawas. O: Government of Goa – Town & Country Planning Department.	240
174/3p	O: Mitra Archbishop of Goa.	60

Boundaries :

North : Road, P.T.S. No. 164, Chalta No. 7.
 South : P.T. Sheet No. 174/3, 133.
 East : P.T.S. No. 174/13, 145, 12, 25,
 140 & 147, Nalla.
 West : P.T.S. No. 164/7, 174/1, 2, 3, Nalla.

Total: 864

By order and in the name of the Governor
of Goa.

Pandharinath N. Naik, Under Secretary (Rev I).
 Porvorim, 23rd August, 2010.

Notification

No. 10/2/2010-RD

Read: Notification No. 24/2/87-RD dated 05th December, 1997.

In partial modification of the above referred Notification, the Government of Goa is hereby pleased to handover the charge of the post of Estate Officer of Valpoi Municipal Council to the Estate Officer of Bicholim Municipal Council with immediate effect for a period of six months.

By order and in the name of the Governor of Goa.

Pandharinath N. Naik, Under Secretary (Rev-I & II).

Porvorim, 25th August, 2010.

Addendum

No. 22/6/2008-RD

Read: Notification No. 22/6/2008-RD dated 05-02-2010, published in the Official Gazette, Series II No. 47 pages 1233 and 1234, dated 18-02-2010 regarding land acquisition for expansion of Verna Industrial Estate/Park Phase-V at Cortalim Village of Mormugao Taluka.

In the schedule appended to the above referred Notification, the name of Shri Custodio Gama shall be added alongwith the name of Pascoal Gama in respect of survey No. 138/6 of Village Cortalim.

The rest of the contents of above referred Notification shall remain unchanged.

By order and in the name of the Governor of Goa.

Pandharinath N. Naik, Under Secretary (Rev-I).

Porvorim, 24th August, 2010.

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Department of Town & Country Planning

Order

Ref. No. 1/6/TCP/MACPS/DYTP/2010/3076

(Modified Assured Career Progression Scheme (MACPS)-Grant of financial upgradation to Group 'A' post isolated or not; on completion of 10 years of **continuous regular service** w.e.f. from 1-9-2008.

Reference:

1. M.A.C.P. Scheme, OM No. 1/1/82-PER(Part VI) dated 6-8-2009 read with OM No. 35034/3/2008-Estt.(D) dated 19-5-2009.
2. Screening Committee – 2 constituted vide Order No. 1/6/TCP/MACRS/Group A/09/4492 dated 29-12-2009 published in Official Gazette, Series II No. 42 dated 14-1-2010.

On recommendation of the Screening Committee – 2 which met on 30-6-2010, afternoon at the Chamber of Chief Town Planner, Town and Country Planning Department, Government of Goa, the following officers Group 'A' post are hereby granted first financial upgradation under Modified Assured Career Progression Scheme as per OM referred to above, on completion of 10 years of continuous regular service as per details given below:

Sr. No.	Name, Designation (Order No. and date of appointment to the post) & Pay Band+Grade Pay	Date of joining to the present grade (on regular basis)	Date of Completion of 10 years in the present grade	Date of grant of First Financial upgradation under MACP Scheme	MACP Scheme Pay Band & Grade Pay to be granted
1	2	3	4	5	6
1.	Shri Vinod Kumar, Deputy Town Planner (Order No. 4-1-10-89-UDD(Part)/90 dated 4-3-1998 w.e.f. 17-2-1998 Pay in PB—3 15,600-39,100+GP 5,400/-	17-2-1998	16-2-2008	1-9-2008	PB—3 15,600-39,100+Grade Pay Rs. 6,600/-
2.	Shri Sandip P. Surlakar, Deputy Town Planner (Order No. 4-1-10-89-USDD(Part)/98 dated	19-1-1999	18-1-2009	19-1-2009	PB—3 15,600-39,100+ Grade Pay Rs. 6,600/-

1	2	3	4	5	6
	19-1-1999 w.e.f. 19-1-1999 Pay in PB—3 15,600-39,100+ GP 5,400/-				
3.	Shri M. K. C. Srikanth, Deputy Town Planner (Order No. 4-1-10-89- -UDD-Part(58) dated 1-2-1999 w.e.f. 2-2-1999 Pay in PB—3 15,600-39,100+GP 5,400/-	2-2-1999	1-2-2009	2-2-2009	PB—3 15,600- -39,100+Grade Pay Rs. 6,600/-
4.	Shri Anand A. Deshpande, Deputy Town Planner (Order No. 4-1-10-89-UDD (Part)/70 dated 10-2-1999 w.e.f. 25-2-1999 Pay in PB—3 15,600-39,100+GP 5,400/-	25-2-1999	24-2-2009	25-2-2009	PB—3 15,600- -39,100+ Grade Pay Rs. 6,600/-
5.	Shri K. Ashok Kumar, Deputy Town Planner (Order No. 4-1-10-89- -UDD(Part)/98 dated 1-3-1999 w.e.f. 1-3-1999 Pay in PB—3 15,600- -39,100+ GP 5,400/-	1-3-1999	28-2-2009	1-3-2009	PB—3 15,600- 39,100+ Grade Pay Rs. 6,600/-

Their pay shall be fixed as per the provisions of the OM referred at reference 1. They shall draw their pay and allowances from the Budget Head from which their pay and allowances are drawn at present.

They may exercise their option for their pay fixation under MACP Scheme within one month from the date of this order.

The Screening Committee – 2 recommendation has the approval of the Comm. & Secretary (TCP), Government of Goa, vide Note No. 1/6/TCP/MACPS-Deputy TP/TP/2010/3067 dated 20-8-2010 as per the O.M. No. 35034/3/2008-Estt.(D) dated 19-5-2009.

Morad Ahmad, Chief Town Planner & ex officio Joint Secretary.

Panaji, 23rd August, 2010.

Department of Vigilance

Directorate of Vigilance

Order

No. 13/100/79-VIG (PF)/1652

- Read: 1) Government Order No. 34/3/98-
- P C E P W D / A D M (I I) / 2 2 7
dated 14-08-2007.
2) Government Order No. 13/100/79-
VIG (PF)/845 dated 07-08-2008.
3) Government Order No. 13/100/79-
-VIG (PF)/845 dated 19-08-2009.

Government is pleased to extend the period of deputation of Shri Savio I. De Sa, Superintending Engineer, Public Works Department as Senior Technical Examiner in the Directorate of Vigilance w.e.f. 21-08-2010 to 20-08-2011 on the same terms and conditions of deputation as per Government O. M. No. 14/4/74-PER dated 12-02-1999 as amended from time to time.

By order and in the name of the Governor
of Goa.

Yetindra M. Maralkar, Addl. Director (Vigilance)
and ex officio Joint Secretary.

Panaji, 20th August, 2010.

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